



Answer Title, 80 M Street SE, Suite 100
Washington, DC 20003
P: (202) 204-0600 F: (202) 204-0610
Email: edocs@answertitle.com

ProTitle Order# 598134

Reference No: 770MuddyBrankRoad

Property and Ownership Information			
Name	United States of America	Completed Date	06/18/2020
		Index Date	05/08/2020
Property Address	770 Muddy Brank Road, Gaithersburg, MD 20899	Report Type	Commercial Search
APN# / Parcel # / PIN#	9-00821711	County	Montgomery
Title Defect Category			
Alert Note:			

Vesting Information			
Grantee(s)/Deed Owner	United States of America	Deed Date	07/21/1955
Grantor / Prior Owner	George Cochran Doub, United States Attorney and Walter E Black Jr Assistant United States Attorney	Recorded Date	08/01/1955
Instrument#	4092	Book#	
Consideration (\$)		Page#	
Sale Price(\$)		Deed Type	JUDGMENT OF THE DECLARATION OF TAKING
Notes			

Chain Of Title 1			
Grantee(s)/Deed Owner	United States of America	Deed Date	06/15/1954
Grantor / Prior Owner	Wilfred W. Butschky, Clerk of the United States District Court	Recorded Date	06/17/1954
Instrument#	2665	Book#	104
Consideration (\$)		Page#	259
Sale Price(\$)		Deed Type	JUDGMENT OF THE DECLARATION OF TAKING
Notes			

Open Mortgages Information
No open mortgages found.

LIMITATION OF LIABILITY: This is an opinion of title and not a certification of title. This report is provided for the information of the Client listed above only and liability hereunder is limited to the fees charged for the services to provide this title. This Report of Title is neither transferable nor assignable, and is issued for the sole benefit of FDIC and does not certify title to the above estate. This title search report was performed in accordance with generally accepted standards. This report may not contain information affecting above real estate property that can not be indexed due to different spelling of owner's name or incorrectly recorded parcel number or recorder clerk error.



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Active Judgments and Liens

No active judgments or liens found.

Property Tax Status

Tax Year	Jurisdiction	Installment	Property Tax Status	Date (Due Paid)	Good Through	Amount(\$)
Parcel # 9-00821711						
2011	Combined	Annual	Delinquent	01/31/2012	01/31/2021	684.95
2012	Combined	Annual	Delinquent	01/31/2013	01/31/2021	817.01
2013	Combined	Annual	Delinquent	01/31/2014	01/31/2021	755.16
2014	Combined	Annual	Delinquent	01/31/2015	01/31/2021	693.31
2015	Combined	Annual	Delinquent	01/31/2016	01/31/2021	16406.92
2016	Combined	Annual	Delinquent	01/31/2017	01/31/2021	15952.22
2017	Combined	Annual	Delinquent	01/31/2018	01/31/2021	16772.58
2018	Combined	Annual	Delinquent	01/31/2019	01/31/2021	16269.92
2019	Combined	Annual	Delinquent	01/31/2020	01/31/2021	15631.59
2020	Combined	Annual	Due	01/31/2021		13113.75

Tax Status Disclaimer

Please note that Answer Title has made every effort to ensure the accuracy of this tax information. With that said, Answer Title will not assume responsibility for any inaccuracies in the tax reporting as collecting agencies continually modify and update their records. If at any time it appears that a tax amount has been adjusted, please contact us immediately so we can investigate and update our records accordingly. Exact charges and figures depend on many factors which can be detailed by local officials. The tax information contained within this report was the most accurate information available at the time the search was completed. This data will not appear on any title policy as this is solely for informational purposes.

Property Tax Assessment

Parcel #	9-00821711	Annual Tax Amount	13,113.75	
Legal Description				
Tax Year	Land Value(\$)	Improvements(\$)	Home Exemp(\$)	Total Assessed(\$)
2018	2,193,600	0.00	0.00	2,193,600

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Additional Information

HOA Name:

DECLARATION OF EASEMENT FOR TREE MAINTENANCE, Bk/Pg#: 19147/532, Doc Date: 05/01/2001, Rec Date: 05/11/2001
EASEMENT OF PROPERTY OCCUPIED BY THE NATIONAL BUREAU OF STANDARDS GAITHERSBURG, MARYLAND,
Bk/Pg#: 8425/189, Doc Date: 08/07/1986, Rec Date: 08/19/1986
AGREEMENT 2512/593 REC'D 10/7/1958
LICENSE AND RIGHTS OF WAY 2872/682 REC'D 8/4/1961
DEED OF EASEMENT 3726/434 REC'D 4/9/1968
TERMS AND PROVISIIONS 3834/457 REC'D 2/19/1969
RIGHT OF WAY 3916/238 REC'D 11/5/69
RIGHT OF WAY 3998/405 REC'D 9/11/70
RIGHT OF WAY 4592/574 REC'D 11/14/1974
EASEMENT 8425/189 REC'D 8/19/1986
CONSERVATION EASEMENT 17895/406 REC'D 2/24/200

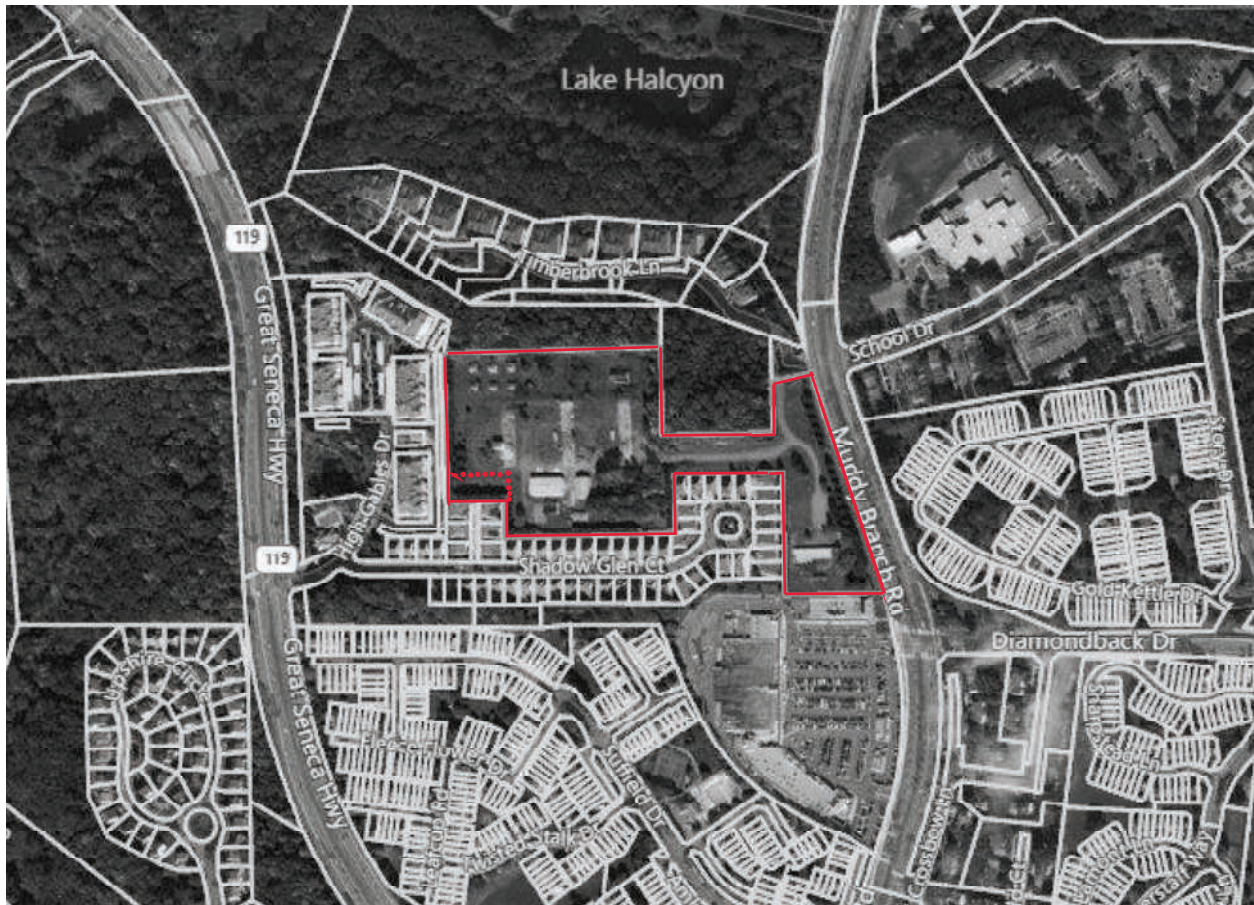
LIMITATION OF LIABILITY: This is an opinion of title and not a certification of title. This report is provided for the information of the Client listed above only and liability hereunder is limited to the fees charged for the services to provide this title. This Report of Title is neither transferable nor assignable, and is issued for the sole benefit of FDIC and does not certify title to the above estate. This title search report was performed in accordance with generally accepted standards. This report may not contain information affecting above real estate property that can not be indexed due to different spelling of owner's name or incorrectly recorded parcel number or recorder clerk error.

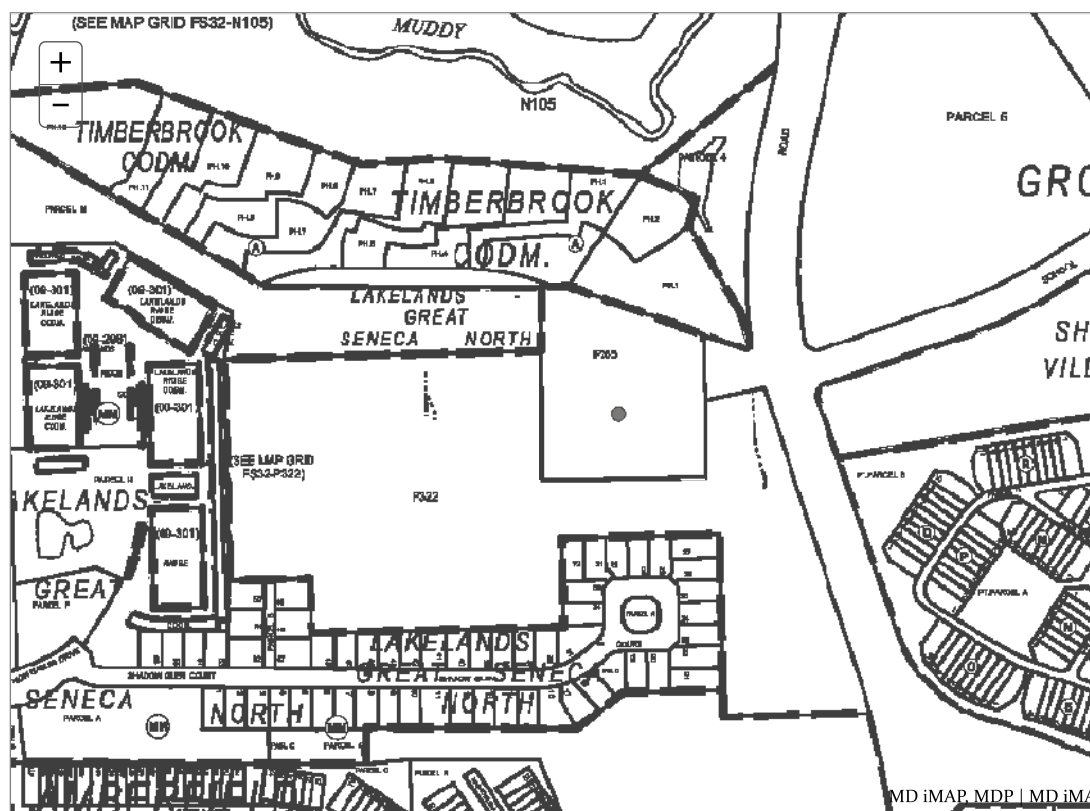
Real Property Data Search

Search Result for MONTGOMERY COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
Special Tax Recapture: None					
Account Identifier:		District - 09 Account Number - 00821711			
Owner Information					
Owner Name:		UNITED STATES AMERICA		Use:	EXEMPT
Mailing Address:		C ST 18 & 19TH ST NW WASHINGTON DC 20006		Principal Residence:	NO
				Deed Reference:	
Location & Structure Information					
Premises Address:		MUDDY BRANCH RD 0-0000		Legal Description:	CIVIL CASE 8378 WICK HAMS GOOD WILL
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section: Block: Lot: Assessment Year: Plat No:
FS32	0000	P322	9070201.16	0201	2018 Plat Ref:
Town: GAITHERSBURG					
Primary Structure Built		Above Grade Living Area		Finished Basement Area	Property Land Area 13.7100 AC
					County Use 675
Stories	Basement	Type	Exterior	Quality	Full/Half Bath
			/		Garage
Last Notice of Major Improvements					
Value Information					
		Base Value		Value	
				As of	
				01/01/2018	
				As of	
				07/01/2019	
				As of	
				07/01/2020	
Land:		2,193,600		2,193,600	
Improvements		0		0	
Total:		2,193,600		2,193,600	
Preferential Land:		0		0	
Transfer Information					
Seller:		Date:		Price:	
Type:		Deed1:		Deed2:	
Seller:		Date:		Price:	
Type:		Deed1:		Deed2:	
Seller:		Date:		Price:	
Type:		Deed1:		Deed2:	
Exemption Information					
Partial Exempt Assessments:		Class		07/01/2019	
County:		130		2,193,600.00	
State:		130		2,193,600.00	
Municipal:		130		2,193,600.00 2,193,600.00	
Special Tax Recapture: None					
Homestead Application Information					
Homestead Application Status: No Application					
Homeowners' Tax Credit Application Information					
Homeowners' Tax Credit Application Status: No Application				Date:	

Attachments



District: **09** Account Number: **03345942**

The information shown on this map has been compiled from deed descriptions and plats and is not a property survey. The map should not be used for legal descriptions. Users noting errors are urged to notify the Maryland Department of Planning Mapping, 301 W. Preston Street, Baltimore MD 21201.

If a plat for a property is needed, contact the local Land Records office where the property is located. Plats are also available online through the Maryland State Archives at www.plats.net (<http://www.plats.net>).

Property maps provided courtesy of the Maryland Department of Planning.

For more information on electronic mapping applications, visit the Maryland Department of Planning web site at <http://planning.maryland.gov/Pages/OurProducts/OurProducts.aspx> (<http://planning.maryland.gov/Pages/OurProducts/OurProducts.aspx>).

Montgomery County Property Tax



REAL PROPERTY CONSOLIDATED TAX BILL

LEVY YEAR 2020

ANNUAL BILL

TAX PERIOD 07/01/2020-06/30/2021

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPANCY
00821711	40071971	MUDDY BRANCH RD	UNKNOWN	NOT A PRINCIPAL RESIDENCE
PROPERTY DESCRIPTION CIVIL CASE 8378 WICK		UNITED STATES AMERICA C ST 18 & 19TH ST NW WASHINGTON, DC 20006		

LOT	
BLOCK	
DISTRICT	09
SUB	201
CLASS	R016
REFUSE AREA	
REFUSE UNIT	

TAX DESCRIPTION	ASSESSMENT	RATE	TAX/CHARGE
GAITHERSBURG STORMWATER FEE			12,589.20
TOTAL			12,589.20

INTEREST	\$524.55
TOTAL AMOUNT	\$13,113.75
Amount Due by 1/31/2021	\$13,113.75

SELECT PAYMENT OPTION

ELECTRONIC CHECK	CREDIT CARD	PHONE / MAIL	E CHECK History
----------------------------------	-----------------------------	------------------------------	---------------------------------

As of February 4, the County will be using a different credit card processor for online and phone payments. There is no charge for using the Electronic Check payment method; however, you will be charged a convenience fee of approximately 2.3% of the payment when paying by credit or debit card.

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Montgomery County Property Tax



REAL PROPERTY CONSOLIDATED TAX BILL

LEVY YEAR 2019

ANNUAL BILL

TAX PERIOD 07/01/2019-06/30/2020

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPANCY
00821711	39072107	MUDDY BRANCH RD	UNKNOWN	NOT A PRINCIPAL RESIDENCE
PROPERTY DESCRIPTION CIVIL CASE 8378 WICK		UNITED STATES AMERICA C ST 18 & 19TH ST NW WASHINGTON, DC 20006		

LOT	
BLOCK	
DISTRICT	09
SUB	201
CLASS	R016
REFUSE AREA	
REFUSE UNIT	

TAX DESCRIPTION	ASSESSMENT	RATE	TAX/CHARGE
GAITHERSBURG STORMWATER FEE			12,589.20
TOTAL			12,589.20

INTEREST	\$3,042.39
TOTAL AMOUNT	\$15,631.59
Amount Due by 1/31/2021	\$15,631.59

SELECT PAYMENT OPTION

ELECTRONIC CHECK	CREDIT CARD	PHONE / MAIL	E CHECK History
----------------------------------	-----------------------------	------------------------------	---------------------------------

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Montgomery County Property Tax



REAL PROPERTY CONSOLIDATED TAX BILL

LEVY YEAR 2018

ANNUAL BILL

TAX PERIOD 07/01/2018-06/30/2019

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPANCY
00821711	38072107	MUDDY BRANCH RD	UNKNOWN	NOT A PRINCIPAL RESIDENCE
PROPERTY DESCRIPTION CIVIL CASE 8378 WICK		UNITED STATES AMERICA C ST 18 & 19TH ST NW WASHINGTON, DC 20006		

LOT	
BLOCK	
DISTRICT	09
SUB	201
CLASS	R016
REFUSE AREA	
REFUSE UNIT	

TAX DESCRIPTION	ASSESSMENT	RATE	TAX/CHARGE
GAITHERSBURG STORMWATER FEE			11,284.92
TOTAL			11,284.92

INTEREST	\$4,984.18
TOTAL AMOUNT	\$16,269.10
Amount Due by 1/31/2021	\$16,269.10

SELECT PAYMENT OPTION

ELECTRONIC CHECK	CREDIT CARD	PHONE / MAIL	E CHECK History
----------------------------------	-----------------------------	------------------------------	---------------------------------

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REAL PROPERTY CONSOLIDATED TAX BILL

LEVY YEAR 2017

ANNUAL BILL

TAX PERIOD 07/01/2017-06/30/2018

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPANCY
00821711	37072148	MUDDY BRANCH RD	UNKNOWN	NOT A PRINCIPAL RESIDENCE
PROPERTY DESCRIPTION CIVIL CASE 8378 WICK		UNITED STATES AMERICA C ST 18 & 19TH ST NW WASHINGTON, DC 20006		

LOT	
BLOCK	
DISTRICT	09
SUB	201
CLASS	R016
REFUSE AREA	
REFUSE UNIT	

TAX DESCRIPTION	ASSESSMENT	RATE	TAX/CHARGE
GAITHERSBURG STORMWATER FEE			10,216.80
TOTAL			10,216.80

INTEREST	\$6,555.78
TOTAL AMOUNT	\$16,772.58
Amount Due by 1/31/2021	\$16,772.58

SELECT PAYMENT OPTION

ELECTRONIC CHECK	CREDIT CARD	PHONE / MAIL	E CHECK History
----------------------------------	-----------------------------	------------------------------	---------------------------------

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REAL PROPERTY CONSOLIDATED TAX BILL

LEVY YEAR 2016

ANNUAL BILL

TAX PERIOD 07/01/2016-06/30/2017

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPANCY
00821711	36072235	MUDDY BRANCH RD	UNKNOWN	NOT A PRINCIPAL RESIDENCE
PROPERTY DESCRIPTION CIVIL CASE 8378 WICK		UNITED STATES AMERICA C ST 18 & 19TH ST NW WASHINGTON, DC 20006		

LOT	
BLOCK	
DISTRICT	09
SUB	201
CLASS	R016
REFUSE AREA	
REFUSE UNIT	

TAX DESCRIPTION	ASSESSMENT	RATE	TAX/CHARGE
GAITHERSBURG STORMWATER FEE			8,661.84
TOTAL			8,661.84

INTEREST	\$7,290.38
TOTAL AMOUNT	\$15,952.22
Amount Due by 1/31/2021	\$15,952.22

SELECT PAYMENT OPTION

ELECTRONIC CHECK	CREDIT CARD	PHONE / MAIL	E CHECK History
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REAL PROPERTY CONSOLIDATED TAX BILL

LEVY YEAR 2015

ANNUAL BILL

TAX PERIOD 07/01/2015-06/30/2016

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPANCY
00821711	35072290	MUDDY BRANCH RD	UNKNOWN	NOT A PRINCIPAL RESIDENCE
PROPERTY DESCRIPTION CIVIL CASE 8378 WICK		UNITED STATES AMERICA C ST 18 & 19TH ST NW WASHINGTON, DC 20006		

LOT	
BLOCK	
DISTRICT	09
SUB	201
CLASS	R016
REFUSE AREA	
REFUSE UNIT	

TAX DESCRIPTION	ASSESSMENT	RATE	TAX/CHARGE
GAITHERSBURG STORMWATER FEE			8,036.04
TOTAL			8,036.04

INTEREST	\$8,370.88
TOTAL AMOUNT	\$16,406.92
Amount Due by 1/31/2021	\$16,406.92

SELECT PAYMENT OPTION

ELECTRONIC CHECK	CREDIT CARD	PHONE / MAIL	E CHECK History
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REAL PROPERTY CONSOLIDATED TAX BILL

LEVY YEAR 2014

ANNUAL BILL

TAX PERIOD 07/01/2014-06/30/2015

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPANCY
00821711	34072369	MUDDY BRANCH RD	UNKNOWN	NOT A PRINCIPAL RESIDENCE
PROPERTY DESCRIPTION CIVIL CASE 8378 WICK		UNITED STATES AMERICA C ST 18 & 19TH ST NW WASHINGTON, DC 20006		

LOT	
BLOCK	
DISTRICT	09
SUB	201
CLASS	R016
REFUSE AREA	
REFUSE UNIT	

TAX DESCRIPTION	ASSESSMENT	RATE	TAX/CHARGE
GAITHERSBURG STORMWATER FEE			309.28
TOTAL			309.28

INTEREST	\$384.03
TOTAL AMOUNT	\$693.31
Amount Due by 1/31/2021	\$693.31

SELECT PAYMENT OPTION

ELECTRONIC CHECK	CREDIT CARD	PHONE / MAIL	E CHECK History
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REAL PROPERTY CONSOLIDATED TAX BILL

LEVY YEAR 2013

ANNUAL BILL

TAX PERIOD 07/01/2013-06/30/2014

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPANCY
00821711	33072414	MUDDY BRANCH RD	UNKNOWN	NOT A PRINCIPAL RESIDENCE
PROPERTY DESCRIPTION CIVIL CASE 8378		UNITED STATES AMERICA C ST 18 & 19TH ST NW WASHINGTON, DC 20006		

LOT	
BLOCK	
DISTRICT	09
SUB	201
CLASS	R016
REFUSE AREA	
REFUSE UNIT	

TAX DESCRIPTION	ASSESSMENT	RATE	TAX/CHARGE
GAITHERSBURG STORMWATER MGMT			309.28
TOTAL			309.28

INTEREST	\$445.88
TOTAL AMOUNT	\$755.16
Amount Due by 1/31/2021	\$755.16

SELECT PAYMENT OPTION

ELECTRONIC CHECK	CREDIT CARD	PHONE / MAIL	E CHECK History
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REAL PROPERTY CONSOLIDATED TAX BILL

LEVY YEAR 2012

ANNUAL BILL

TAX PERIOD 07/01/2012-06/30/2013

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPANCY
00821711	32072453	MUDDY BRANCH RD	UNKNOWN	NOT A PRINCIPAL RESIDENCE
PROPERTY DESCRIPTION CIVIL CASE 8378		UNITED STATES AMERICA C ST 18 & 19TH ST NW WASHINGTON, DC 20006		

LOT	
BLOCK	
DISTRICT	09
SUB	201
CLASS	R016
REFUSE AREA	
REFUSE UNIT	

TAX DESCRIPTION	ASSESSMENT	RATE	TAX/CHARGE
WATER QUAL PROTECT CHG (NR)			309.28
TOTAL			309.28

INTEREST	\$507.73
TOTAL AMOUNT	\$817.01
Amount Due by 1/31/2021	\$817.01

SELECT PAYMENT OPTION

ELECTRONIC CHECK	CREDIT CARD	PHONE / MAIL	E CHECK History
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Montgomery County Property Tax



REAL PROPERTY CONSOLIDATED TAX BILL

LEVY YEAR 2011

ANNUAL BILL

TAX PERIOD 07/01/2011-06/30/2012

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPANCY
00821711	31072549	MUDDY BRANCH RD	UNKNOWN	NOT A PRINCIPAL RESIDENCE
PROPERTY DESCRIPTION CIVIL CASE 8378		UNITED STATES AMERICA C ST 18 & 19TH ST NW WASHINGTON, DC 20006		

LOT	
BLOCK	
DISTRICT	09
SUB	201
CLASS	R016
REFUSE AREA	
REFUSE UNIT	

TAX DESCRIPTION	ASSESSMENT	RATE	TAX/CHARGE
WATER QUAL PROTECT CHG (NR)			241.04
TOTAL			241.04

INTEREST	\$443.91
TOTAL AMOUNT	\$684.95
Amount Due by 1/31/2021	\$684.95

SELECT PAYMENT OPTION

ELECTRONIC CHECK	CREDIT CARD	PHONE / MAIL	E CHECK History
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Form No. 680

No. _____

IN THE _____ COURT
OF THE UNITED STATES

FOR THE

of _____

vs.

Filed _____, 19____

Clerk.

By _____, Deputy.

2665

United States of America

ss:

----- DISTRICT OF MARYLAND

I, WILFRED W. BUTSCHKY, Clerk of the United States District Court
for the ----- District of MARYLAND, do hereby certify that the annexed
and foregoing is a true and full copy of the original Judgment on the Declaration of Taking and
Exhibit A, which was entered and filed on the 15th day of June, 1954, in the therein
entitled case of United States of America vs. 25.48 Acres of Land, more or less,
Situate in Montgomery County, State of Maryland, and Thomas M. Garrett, et.al.,
No. 7458 Civil Docket.

now remaining among the records of the said Court in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and
affixed the seal of the aforesaid Court at BALTIMORE, MARYLAND
this 17th day of JUNE, A. D. 19 54.



WILFRED W. BUTSCHKY

Clerk.

By

Edw. A. Henriching

Deputy Clerk.

RECORDED IN JUDGMENT RECORD

LIBER C. K. W. No. 104 FOLIO 259
ONE OF THE JUDGMENT RECORDS FOR
MONTGOMERY COUNTY, MARYLAND.

TEST.

Clayton K. Watkins
CLERK

FILED
JUN 21 1954

Certified
Recording

WEB:MEA
50092

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

No. 2665 Law

UNITED STATES OF AMERICA,
Plaintiff,

vs.

25.48 ACRES OF LAND, MORE OR
LESS, SITUATE IN MONTGOMERY
COUNTY, STATE OF MARYLAND,
AND THOMAS M. GARRETT, ET AL.,
Defendants.

CIVIL NO. 7458

...oOo...

JUDGMENT ON THE DECLARATION OF TAKING

This cause coming on for hearing upon motion of George Cochran
Doub, United States Attorney for the District of Maryland, and Walter E.
Black, Jr., Assistant United States Attorney, attorneys for the plaintiff
herein, to enter a judgment on the declaration of taking filed herein,
and upon consideration thereof and of the complaint and declaration of
taking filed herein and that statutes in such case made and provided,
and it appearing to the satisfaction of the Court:

FIRST, that the United States of America is entitled to
acquire property by condemnation under judicial process for the pur-
poses set forth and prayed in said complaint;

SECOND, that the declaration of taking filed herein contains
or has annexed thereto a statement of the authority under which and the
public use for which the lands hereinafter described are taken, a des-
cription of the said lands taken sufficient for the identification
thereof, a statement of the estate or interest taken for the said
public use, a plan showing the lands taken, and a statement of the

FILED

JUN 21 1954

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Continued
from page 1

Page 2 of 2

1428

Microfilm

2665

sum of money estimated by the Secretary of the Army to be just compensation for the estate taken in the total sum of \$52,480.00 and that said amount has been deposited into the registry of the Court for the use and benefit of the persons entitled thereto;

THIRD, that the said declaration of taking filed herein contains a statement that the Secretary of the Army, the head of the acquiring agency, is of the opinion that the ultimate award of just compensation will be within the limits prescribed by Congress as the price to be paid therefor;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the fee simple title to Tracts A-100 and A-101, subject to existing easements for public roads and highways, public utilities, railroads and pipe lines, be vested in the United States of America upon the filing of the said declaration of taking and depositing in the registry of this Court the amount of estimated just compensation, which lands are situate in Montgomery County, State of Maryland, and described in Exhibit "A" attached hereto and made a part hereof, and that said lands are deemed to be condemned and taken for the United States of America, and the right to just compensation for the property so taken is vested in the persons entitled thereto; and the amount of such just compensation shall be ascertained and awarded in this proceeding and established by judgment herein pursuant to law, and

IT IS FURTHER ORDERED that a copy of this judgment on the declaration of taking be served upon each of the following persons, firms and corporations:

- ✓ Thomas M. Garrett
Maryland Avenue
Rockville, Maryland
- ✓ Otis B. Kent
Kentland Farms
P. O. Box 215
Rockville, Maryland
- ✓ County of Montgomery
- ✓ State of Maryland

FILED
JUN 21 1954

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NOTED
Sawdy

2565

AND this cause is held open for such further and other orders,
judgments, and decrees as may be necessary in the premises.

Entered this 15 day of June, 1954, at Baltimore, Maryland.

W. Calvin Chesnut
UNITED STATES DISTRICT JUDGE

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James O. Smith

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Tract No. A-100

A certain tract or parcel of land situate in Montgomery County, Maryland, bounded and described as follows:

Beginning at a point in the westerly line of the Old Gaithersburg Road, said point being situate N. $26^{\circ} 46' 10''$ E. 753.24 feet from the intersection of the said westerly line of the Old Gaithersburg Road with the northerly line of Highway No. 28; thence from the said point of beginning over and across land now or formerly of Thomas M. Garrett, the following courses and distances: (1) S. $77^{\circ} 24' 40''$ W. 314.84 feet (2) N. $82^{\circ} 28' 30''$ W. 320.76 feet (3) S. $41^{\circ} 43' 50''$ W. 247.89 feet (4) N. $61^{\circ} 33' 25''$ W. 146.47 feet (5) N. $12^{\circ} 10' 10''$ E. 663.14 feet (6) N. $55^{\circ} 53' 10''$ E. 181.00 feet (7) S. $50^{\circ} 02' 00''$ E. 165.50 feet (8) N. $30^{\circ} 58' 00''$ E. 203.00 feet (9) S. $59^{\circ} 16' 40''$ E. 357.49 feet to the aforesaid westerly line of the Old Gaithersburg Road; thence S. $26^{\circ} 46' 10''$ W. 403.00 feet along the said westerly line of the Old Gaithersburg Road to the point or place of beginning, containing 12.06 acres of land, more or less.

Being a part of the land described in a deed from Julius Newahl et ux to Alexander Garrett, dated 22 January 1883 and recorded among the Land Records of the State and County aforesaid in Deed Book E.P.B. 2, page 363.

Purported Owner:

Thomas M. Garrett
Maryland Avenue
Rockville, Maryland

Tract No. A-101

A certain tract or parcel of land situate in Montgomery County, State of Maryland, bounded and described as follows:

Beginning at a point in the westerly line of the Old Gaithersburg Road, said point being situate N. $11^{\circ} 05' 50''$ W. 112.38 feet from the point of intersection of the boundary line between land now or formerly of the Ignatius B. Ward estate and land now or formerly of Otis B. Kent with the said westerly line of the Old Gaithersburg Road; thence from the said point of beginning over and across the said Otis B. Kent land, the following courses and distances: (1) N. $83^{\circ} 17' 15''$ W. 318.50 feet (2) N. $06^{\circ} 42' 45''$ E. 410.00 feet (3) N. $83^{\circ} 17' 15''$ W. 349.00 feet (4) S. $06^{\circ} 42' 45''$ W. 193.00 feet (5) N. $83^{\circ} 17' 15''$ W. 554.00 feet (6) N. $06^{\circ} 42' 45''$ E. 189.00 feet (7) N. $83^{\circ} 17' 15''$ W. 179.00 feet (8) N. $06^{\circ} 42' 45''$ E. 415.00 feet (9) S. $83^{\circ} 17' 15''$ E. 700.00 feet (10) S. $06^{\circ} 42' 45''$ W. 311.00 feet (11) S. $83^{\circ} 17' 15''$ E. 353.90 feet (12) N. $06^{\circ} 42' 45''$ E. 192.64 feet (13) N. $86^{\circ} 59' 30''$ E. 116.24 feet to the aforesaid westerly line of the Old Gaithersburg Road; thence along the said westerly line of the Old Gaithersburg Road S. $11^{\circ} 05' 50''$ E. 758.62 feet to the point or place of beginning, containing 13.42 acres of land, more or less.

Being a part of Parcel No. 1 described in a deed from Frank S. Ward et al to Otis B. Kent dated December 14, 1943, and recorded among the land records of the State and County aforesaid in Deed Book 927, page 210.

Purported Owner:

Otis B. Kent
Kentland Farms
P. O. Box 215
Rockville, Maryland

A certain amount of payroll of land situated in Mexico was
 returned, donated and described as follows:

[illegible]

being a part of Parcel No. 1 described in a deed from Frank G. Ward of 21 to Otto H. Kane dated December 12, 1913, and recorded among the land records of the State and County aforesaid in Deed Book 927, page 210.

Reported Name: _____
 Date of Birth: _____
 Place of Birth: _____
 Date of Death: _____
 Place of Death: _____
 Date of Burial: _____
 Place of Burial: _____
 Date of Interment: _____
 Place of Interment: _____
 Date of Cremation: _____
 Place of Cremation: _____
 Date of Disposition: _____
 Place of Disposition: _____
 Date of Disposition: _____
 Place of Disposition: _____

No. 4092 LAWUnited States of America

VS

Atty. B. Hunt, et al

Certify

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA,
Plaintiff,

vs.

34.58 ACRES OF LAND, MORE OR
LESS, SITUATE IN MONTGOMERY
COUNTY, STATE OF MARYLAND,
ANDOTIS B. KENT, ET AL.,
Defendants.

CAW 4092
CIVIL NO. 808

...oOo...

JUDGMENT ON THE DECLARATION OF TAKING

This cause coming on for hearing upon motion of George Cochran Doub, United States Attorney for the District of Maryland, and Walter E. Black, Jr., Assistant United States Attorney for said District, attorneys for the plaintiff herein, to enter a judgment on the declaration of taking filed herein, and upon consideration thereof and of the complaint and declaration of taking filed herein and the statutes in such case made and provided, and it appearing to the satisfaction of the Court:

FIRST, that the United States of America is entitled to acquire property by condemnation under judicial process for the purposes set forth and prayed in said complaint;

SECOND, that the declaration of taking filed herein contains or has annexed thereto a statement of the authority under which and the public use for which the lands hereinafter described are taken, a description of the said lands taken sufficient for the identification thereof, a statement of the estate or interest taken for the said

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public use, a plan showing the lands taken, and a statement of the sum of money estimated by the Secretary of the Army to be just compensation for the estate taken in the total sum of \$1,335.00 and that said amount has been deposited into the registry of the Court for the use and benefit of the persons entitled thereto;

THIRD, that the said declaration of taking filed herein contains a statement that the Secretary of the Army, the head of the acquiring agency, is of the opinion that the ultimate award of just compensation will be within the limits prescribed by Congress as the price to be paid therefor;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the title to the said lands as set forth in Schedule "C" attached hereto and made a part hereof be vested in the United States of America upon the filing of the said declaration of taking and depositing in the registry of this Court the amount of estimated just compensation, which lands are situate in Montgomery County, State of Maryland, and described in Schedule "A" attached hereto and made a part hereof, and that said lands are deemed to be condemned and taken for the United States of America, and the right to just compensation for the property so taken is vested in the persons entitled thereto; and the amount of such just compensation shall be ascertained and awarded in this proceeding and established by judgment herein pursuant to law, and

IT IS FURTHER ORDERED that a copy of this judgment on the declaration of taking be served upon each of the following persons, firms and corporations:

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✓ Otis B. Kent
Kentland Farms
P. O. Box 215
Rockville, Maryland

✓ County of Montgomery

✓ State of Maryland

No. 4042 LAW

AND, this cause is held open for such further and other orders, judgments, and decrees as may be necessary in the premises.

Entered this 21st day of July, 1955, at Baltimore, Maryland.

W. Calver Chesnut

UNITED STATES DISTRICT JUDGE

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TRACT NO. A-101-E-2

A certain tract of land 40 feet in width and approximately 418 feet in length situate in Montgomery County, State of Maryland, the center line of said tract of land being located and described as follows:

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Beginning at a point on the line dividing the lands of Otis B. Kent and the lands of Ignatius B. Ward Estate, said point of beginning being located N 81° 43' 50" W 1388.51 feet measured along said line from its intersection with the western line of Old Gaithersburg Road; thence from the point of beginning and running over and across the lands of said Otis B. Kent (1) N 15° 18' 15" E 335.53 feet and (2) S 83° 17' 15" E 81.99 feet to the western boundary line of a tract of land of the United States of America designated as Tract A-101, more particularly described in Civil Action No. 7458, filed in the United States District Court for the District of Maryland on June 15, 1954. Containing 0.38 of an acre of land, more or less.

NOTE: 0.38 of an acre of said tract also included and described in Tract A-101-E-4.

Being a part of Parcel No. 1 described in a deed from Frank S. Ward, et al, to Otis B. Kent dated December 14, 1943 and recorded among the land records of the State and County aforesaid in Deed Book 927, page 210.

Name of Purported Owner:	Otis B. Kent
Address:	Kentland Farms P.O. Box 215 Rockville, Maryland
Estimated Compensation:	\$500.00

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TRACT NO. A-101-3

4092 LAW

A certain tract or parcel of land situate in Montgomery County, State of Maryland, bounded and described as follows:

Beginning at the northerly end of the 6th line of a tract of land of the United States of America designated as Tract A-101 more particularly described in Civil Action No. 7458 filed in the United States District Court for the District of Maryland on June 15, 1954; thence from the said point of beginning, binding the said land of the United States of America S. 6° 42' 45" W. 70.00 feet to a point; thence over and across the lands of Otis B. Kent the following courses and distances: (1) N. 83° 17' 15" W. 179.00 feet, (2) N. 6° 42' 45" E. 70.00 feet, to the end of the 8th line of Tract A-101 aforesaid, thence binding on said tract S. 83° 17' 15" E. 179.00 feet to the point or place of beginning. Containing 0.29 acres of land, more or less.

Being a part of Parcel No. 1 described in a deed from Frank S. Ward, et al, to Otis B. Kent, dated December 14, 1943 and recorded among the land records of the State and County aforesaid in Deed Book 927, page 210.

Name of Purported Owner:

Otis B. Kent

Address:

Kentland Farms
P. O. Box 215
Rockville, Maryland.

Estimated Compensation:

\$60.00

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A certain tract or parcel of land situate in Montgomery County, State of Maryland, bounded and described as follows: 4092 LA

Beginning at a point in the boundary line between land now or formerly of the Ignatius B. Ward Estate and land now or formerly of Otis B. Kent, said point of beginning being situate N $81^{\circ} 43' 50''$ W. 353.01 ft. from where said boundary line intersects the westerly line of the Old Gaithersburg Road; thence binding the aforesaid Ward land N. $81^{\circ} 43' 50''$ W. 1459.27 feet to a point; thence leaving the said boundary line and passing over and across the said Kent land the following courses and distances: (1) N. $6^{\circ} 30' 50''$ E. 1302.69 feet, (2) S. $83^{\circ} 29' 10''$ E., 1137.02 feet, (3) S. $57^{\circ} 15' 50''$ E. 323.26 feet to the aforesaid westerly line of the Old Gaithersburg Road; thence binding the westerly line of said Road the following courses and distances: (1) S. $25^{\circ} 54' 10''$ W. 61.38 feet, (2) S. $20^{\circ} 35' 50''$ E. 215.49 feet, (3) S. $11^{\circ} 05' 50''$ E. 142.10 feet to the easterly end of the 13th line of a tract of land of the United States of America designated as Tract A-101 more particularly described in Civil Action No. 7458, filed in the United States District Court for the District of Maryland on June 15, 1954; thence binding the said Tract A-101 the following courses and distances: (1) S. $86^{\circ} 59' 30''$ W. 116.24 feet, (2) S. $6^{\circ} 42' 45''$ W. 192.64 feet, (3) N. $83^{\circ} 17' 15''$ W. 353.90 feet, (4) N. $6^{\circ} 42' 45''$ E. 311.00 feet, (5) N. $83^{\circ} 17' 15''$ W. 700.00 feet, (6) S. $6^{\circ} 42' 45''$ W. 485.00 feet, (7) S. $83^{\circ} 17' 15''$ E. 179.00 feet, (8) S. $6^{\circ} 42' 45''$ W. 119.00 feet, (9) S. $83^{\circ} 17' 15''$ E. 554.00 feet, (10) N. $6^{\circ} 42' 45''$ E. 193.00 feet, (11) S. $83^{\circ} 17' 15''$ E. 349.00 feet, (12) S. $6^{\circ} 42' 45''$ W. 507.41 feet, to the point or place of beginning. Containing 33.60 acres of land, more or less.

Being a part of Parcel No. 1 described in a deed from Frank S. Ward, et al, to Otis B. Kent dated December 14, 1943, and recorded among the land records of the State and County aforesaid in Deed Book 927, page 210.

Name of Purported Owner:	Otis B. Kent
Address:	Kentland Farms P. O. Box 215 Rockville, Maryland
Estimated Compensation:	\$675.00

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A certain tract or parcel of land 20.00 feet in width situate in Montgomery County, State of Maryland, the center line of said tract of land being located and described as follows:

Beginning at a point in the 13th line of a tract of land of the United States of America, designated as Tract A-101, more particularly described in Civil Action No. 7458, filed in the United States District Court for the District of Maryland on June 15, 1954, said point of beginning being situate S. $86^{\circ} 59' 30''$ W. 91.38 feet from the point of intersection of the aforesaid 13th line of Tract A-101 with the westerly line of the Old Gaithersburg Road; thence from the said point of beginning over and across the lands of Otis B. Kent N. $18^{\circ} 41' 50''$ W. 666.04 feet to the terminus thereof at Muddy Brook. Containing 0.31 of an acre of land, more or less.

NOTE: Southerly 0.26 of an acre of said tract also included and described in Tract A-101-E-4.

Being a part of the same land described in a deed from Frank S. Ward, et al, to Otis B. Kent dated 31 December, 1943 and recorded among the land records of the State and County aforesaid in Deed Book 927, page 210.

Name of Purported Owner:	Otis B. Kent
Address:	Kentland Farms P.O. Box 215 Rockville, Maryland.
Estimated Compensation:	\$100.00

The gross sum of money estimated by the acquiring agency to be just compensation for the estates hereby taken, inclusive of all rights set forth in the Declaration of Taking is Thirteen Hundred and Thirty-five Dollars (\$1335.00)

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The estates taken for said public uses are as follows:

(a) Tract A-101-3: The fee simple title, subject to existing easements for public roads and highways, public utilities, railroads and pipe lines.

(b) Tract A-101-E-2: A perpetual and assignable easement and right of way for telephone and electric power lines and cables and water lines in, on, over, under and across said tract for the construction, maintenance, repair, operation and patrol of such facilities together with the right to trim, cut, fell and remove therefrom all trees, underbrush and obstructions, and any other vegetation, structures or obstacles within the limits of the right of way, subject to existing easements for public roads and highways, public utilities, railroads and pipe lines; Reserving to the landowners, their heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be exercised and enjoyed without interference with or abridgment of the easement and rights hereby taken for said public uses.

(c) Tract A-101-E-4: A perpetual and assignable easement for the establishment, operation, maintenance and use of a safety area in, on, across and over said land, consisting of the right to prohibit human habitation; the right to remove buildings presently or hereafter being used for human habitation; the right to prohibit gatherings of more than twenty-five (25) persons; the right to post signs indicating the nature and extent of the Government's control, and the right of ingress and egress over and across said land for the purpose of exercising the other rights set forth herein; Reserving to the landowners, their heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be exercised and enjoyed without interference with or abridgment of the easement and rights hereby taken for said public uses.

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(d) Tract A-101-E-5: A perpetual and assignable easement and right of way for a sewer pipe line, in, on, over, under and across said tract for the construction, maintenance, repair, operation and patrol of such facility, subject to existing easements for public roads and highways, public utilities, railroads and pipe lines; Reserving to the landowners, their heirs, executors, administrators, successors and assigns such use, rights and privileges in said land as may be exercised and enjoyed without interference with or abridgment of the rights hereby taken.

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United States of America

ss:

4092 CW

DISTRICT OF Maryland

I, WILFRED W. BUTSCHKY, Clerk of the United States District Court for the District of Maryland, do hereby certify that the annexed and foregoing is a true and full copy of the original Judgment on Declaration of Taking and Schedules A and C, which were entered and filed on the 21st day of July, 1955 in the therein entitled case of United States of America vs. 34.58 Acres of Land, more or less, situate in Montgomery County, State of Maryland, Andotis B. Kent, et al., No. 8378 Civil Docket in said District Court,

now remaining among the records of the said Court in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at Baltimore, Maryland this 25th day of July, A. D. 1955



WILFRED W. BUTSCHKY

Clerk.

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By

Francis G. Figiel
Deputy Clerk.

RECORDED IN JUDGMENT RECORD

LIBER C. K. W. No. 104 FOLIO 281
ONE OF THE JUDGMENT RECORDS FOR
MONTGOMERY COUNTY, MARYLAND.

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TEST:

Clayton K. Watkins

1943 and recorded simultaneously herewith, to which record and (reference therein made,) reference is hereby made for a more full and complete description of said land and premises hereby intended to be conveyed.

Together with all and singular, the buildings and improvements thereon, and the rights, ways, waters, privileges and appurtenances thereto belonging, or in any-wise appertaining.

And, I, the said Otis Beall Kent, do hereby covenant to warrant specially the lands and premises hereby intended to be conveyed, and further covenant to execute such other deed or deeds and assurances that may be requisite.

Witness my hand and seal.

Witness: Anne F. Smith (Internal Revenue \$15.40) Otis Beall Kent (Seal)
(State Tax \$14.00)

State of Maryland, Montgomery County, ss:

I hereby certify that on this 31st day of Dec., A. D., 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Montgomery County, personally appeared Otis Beall Kent, personally known to me, and did acknowledge the foregoing deed to be his act.

Witness my hand and Notarial Seal the day and year last hereinabove written.

Anne F. Smith
Notary Public.
Anne F. Smith
Notary Public
Montgomery
County, Md.

At the request of Otis Beall Kent, the following Deed was recorded
December 31st, A. D. 1943, at 12:37 o'clock P. M. to-wit:

This Deed, Made this 14th day of December, 1943, by Frank S. Ward and
Eva L. Ward, his wife, and by Porter G. Ward and Margaret S. Ward, his wife, witnesseth:

That in consideration of Ten Dollars (\$10.00), and other considerations to us in hand paid by Otis Beall Kent, the receipt of which is acknowledged, we, the said Frank S. Ward and Eva L. Ward, his wife, Porter G. Ward and Margaret S. Ward, his wife, do hereby grant and convey unto the said Otis Beall Kent all of the following tract of land, situate in Montgomery County, Maryland, and being more particularly described as follows, to wit: Reference being made to the deed from King to Ward, in Liber No. 642, folio 425; Land Records of said County:

Parcel No. 1: Parts of tracts of land called "Wickham's Good Will" and "Earn Hill" contained within the metes and bounds, courses and distances, following, to wit: Beginning for the same at a stone now planted at the end of 24.3 perches on the given line of Ignatius Fulk's whole land containing 250 acres according to a survey made by William Chiswell, County Surveyor, the 2nd day of June, A. D., 1840, said stone being also on the 37th line of said tract called "Earn Hill", and at the beginning of a conveyance made the 2nd day of August, 1840, by Ignatius Fulk to Sarah L. Saunders for parts of said tracts containing 76- $\frac{1}{2}$ acres of land and of record in Liber S. T. S. No. 3, folios 121 et seq., one of the land records of Montgomery County, Maryland, and running thence with the outlines of said conveyance corrected the six following courses and distances, viz: S 23° 12' E. 17.3 perches to a stump of a large bounded white oak tree; thence N 77° 49' E 42.3 perches to a bounded gum tree on the south bank of Muddy Branch; thence S 82° 25' E 19.7 perches to a bounded white oak tree (now dead) thence S.

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75° 8' E, 14.4 perches to where formerly stood a bounded red oak tree; thence S 73° 3' E 32 perches to a bounded Black Oak tree; thence S 58° 48' E, 25.75 perches to a bounded White Oak tree; then leaving the outlines of said conveyance but still same course, S 58° 48' E 8.06 perches to a point in the center line of the public road leading from Gaithersburg to Hunting Hill and thence bounding in the center line of said road the 3 following courses and distances, S 24° 22' W, 3.72 perches; S 22° 8' E 13.06 perches; S 12° 38' E 61.4 perches to intersect the 3rd line of Ignatius Fulks' whole land and thence with said line reversed, N 83° 17' W 171.46 perches to a stone now planted at the end of the second line of said whole land and then still with said land reversed, N 24° 45' E 39 perches to a stone at the end of the 37th line of "Earn Hill"; still with said land and said tract reversed N 74° 15' W 40 perches to a stone at the beginning of Ignatius Fulks' whole land and thence with the given line thereof reversed N 35° 45' E, 78 perches to the place of beginning, containing 88 acres of land.

Parcel No. 2: Beginning for the same at a stone heretofore planted at the end of 23.56 perches on the given line of what was formerly Ignatius Fulk's whole tract and running thence S 27° 30' E. 16.7 perches to a bounded White Oak; N 69° E, 42 perches to a gum tree; S 86° E. 19.5 perches to a White Oak; S 81° E 14 perches to a Red Oak; S 77° 15' E 32 perches to a Black Oak; S 63° E, 26 perches to a White Oak; N 52° 45' E 42 perches to a White Oak; N 61° 15' E 17- $\frac{1}{2}$ perches to a White Oak; N 40° 20' E 38 perches to a stone; S 73° 40' E 17- $\frac{1}{2}$ perches to a stone; N 86° 20' E 10.8 perches to a stone; S 81° 10' E 19 perches to a stone; N 81° 20' E 21 perches to a stone heretofore planted at the end of the 14th line of the original tract of Ignatius Fulks' land containing 250 acres; then with said line N 3° 50' E 36 perches to a stone; S 85° W 58 perches to a stone; S 60° 30' W 60 perches to a stone; N 56° 45' W 9.36 perches to a stone; S 62° W 3.45 perches to a stone; N 59° W. 2.61 perches to a stone; S 8° E 23.5 perches to a stone; N 63° 40' W 7 perches to a stone; S 7° E 2.48 perches to a stone; N 66° 6' W 60.76 perches to a stone; N 40° W 20 perches to a stone; N 75° 45' E 30 perches to a stake; N 67° 30' W 22.2 perches to a stone; N 59° 30' W, 13.12 perches to a stone; N 86° W 18 perches to a stake; S 35° 45' W 53 perches to a stake; S 39° W 5.5 perches to a stake; S 86° W, 31.5 perches to a corner of what was formerly John Briggs' and Leo Crowns' land; then with said Crowns' lines S 7° E 7 perches; S 79° E 20 perches; S 33° W 23.56 perches to the place of beginning, containing 76- $\frac{1}{2}$ acres of land, more or less, excepting from the lands hereby conveyed as Parcel No. 2 hereof, that portion thereof which was conveyed unto John W. Briggs and Mary C. Briggs by William R. Fulks by deed dated December 18th, 1893, for 21.92 acres of land and recorded in Liber J. A. 40, at folio 465 of the Land Records of Montgomery County, which is described as follows, to wit:

Beginning at a stone heretofore planted at the end of the 10th line of a conveyance from Henry W. Mossburg and wife to William R. Fulks for 76 acres and 2roods of land, more or less, by deed dated the 14th day of April, 1868 and recorded in Liber E. B. P. No. 5, folios 108, etc., one of the Land Records of said County and running thence with said conveyance N 85° E 58 perches to a stone; S 3° 50' W 36 perches to a stone; S 81° 20' W 21 perches to a stone; N 81° 10' W 19 perches to a stone; S 86° 20' W 10.8 perches to a stone; N 73° 40' W 17.5 perches to a stone; then S 40° 20' W 37 perches to a bounded W. O. at the end of the 8th line of the aforesaid conveyance; thence with said line reversed S 62° 45' W 17.5 perches to a bounded White Oak; thence leaving said conveyance and S 70° 30' W 5.08 perches to a White Oak; thence N 6° 15' E 17.64 perches to a stake on the east side of the public road leading from the Darnestown Road at Ward's store to Gaithersburg; thence with said road N 7° E 18 perches to a stake three feet north of a marked black oak standing on the West side of said road; thence with a line of John W. Briggs' land N 60° 30' E 56.88 perches to the beginning, containing 21.92 acres of land, more or less.

Together with the buildings and improvements thereon and the rights, roads, ways, waters and appurtenances thereunto belonging or in anywise thereto appertaining.

To Have and to Hold said lands and premises unto the said Otis Beall Kent, his heirs and assigns, in fee simple forever.

And the said grantors hereby covenant to warrant specially the lands hereby conveyed and to execute such other and further Deed or Deeds as may be necessary the better to convey the same.

Witness our hands and seals.

Witness: Beatrice Stearn	Frank S. Ward	(Seal)
as to F. S. W.	Eva L. Ward	(Seal)
Anne Yearley	Porter G. Ward	(Seal)
as to E. L. W.	Margaret S. Ward	(Seal)
Beatrice Stearn		
as to P. G. W. and M.S.W.	(Internal Revenue \$12.65)	
	(State Tax \$11.50)	

State of Maryland, Montgomery County, to-wit:

I hereby certify that on this 14th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Montgomery County, personally appeared Frank S. Ward, Porter G. Ward and Margaret S. Ward, his wife, and did acknowledge the foregoing Deed to be their act.

Paul F. Wire	Paul F. Wire
Notary Public	Notary Public.
Montgomery	
Co., Maryland.	

State of Maryland, Montgomery County, to wit:

I hereby certify that on this 29th day of December, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Montgomery County, personally appeared Eva L. Ward, and acknowledged the foregoing Deed to be her act.

Anne Yearley	Anne Yearley
Notary Public	Notary Public.
in and for Mont-	
gomery County, State	
of Maryland.	

At the request of Loughborough Development Corporation, the following Deed of Release was recorded December 31st, A. D. 1943, at 2:21 o'clock P. M. to-wit:

Know all Men by These Presents, That J. Wriley Jacobs, Surviving Trustee under a certain Deed of Trust from Loughborough Development Corporation, a Delaware corporation, dated January 23rd, 1928, and recorded January 23rd, 1928, in Liber 449 folio 364 et seq., of the Land Records of the District of Columbia, in consideration of One Dollar current money to him in hand paid by said Loughborough Development Corporation, receipt whereof, before the delivery of these presents, is hereby acknowledged, hath granted, released, and conveyed, and doth hereby grant, release, quit-claim, and convey unto the said Loughborough Development Corporation, its successors and assigns, the following described land and premises situate, lying and being in Montgomery County, Maryland, and distinguished as:

Beginning for the same at the end of the fourth line of a conveyance

Edna Howes

Assignee

(Internal Revenue \$16.00)

State of Maryland, City of Baltimore, to wit:-

I hereby certify that on this 25th day of September, 1936, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Thomas M. Harrington, Assignee, as hereinbefore mentioned, the Grantor named in the foregoing Deed, and did acknowledge said deed to be his act and deed as such Assignee.

In Testimony Whereof, I hereunto set my hand and affix my notarial seal the day and year first above written.

Edna Howes
Notary Public
Montgomery
County, Md.

Edna Howes
Notary Public
My Commission Expires 5/3/37.

EXAMINED

mailed to:-

Ward Bros.

Rockville, Md.

12-18-36.

At the request of Frank S. Ward and Porter G. Ward, the following Deed was recorded October 5th, A. D. 1936, at 1:09 o'clock, P. M. to wit:-

DEED

This Deed, Made this 2nd day of October, nineteen hundred and thirty six, by William Lawson King and Cordelia Elizabeth King, his wife, witnesseth:

That For and in consideration of the sum of ten dollars (\$10.00) and other considerations to us in hand paid by Frank S. Ward and Porter G. Ward, the receipt of which is acknowledged, we, the said William Lawson King and Cordelia Elizabeth King, his wife, do hereby grant and convey unto the said Frank S. Ward and Porter G. Ward all of the following described tract of land situate, lying and being in Montgomery County, Maryland, and comprising two certain tracts of land, more particularly described as follows, to wit:

Parcel No. 1. Parts of tracts of land called "Wickham's Good Will" and "Earn Hill" contained within the metes and bounds, courses and distances following, to wit: beginning for the same at a stone now planted at the end of 24.3 perches on the given line of Ignatius Fulks' whole land containing 250 acres according to a survey made by William Chiswell, County Surveyor, the 2nd day of June, A. D. 1840, said stone being also on the 37th line of said tract called "Earn Hill" and at the beginning of a conveyance made the 2nd day of August, 1840, by Ignatius Fulks to Sarah L. Saunders for parts of said tracts containing 76½ acres of land and of record in Liber S. T. S. No. 3, folios 121 et seq., one of the Land Records of Montgomery County, Maryland, and running thence with the outlines of said conveyance corrected the six following courses and distances, viz: S 23° 12' E, 17.3 perches to the stump of a large bounded white oak tree; thence N 77° 49' E, 42.3 perches to a bounded gum tree on the South bank of Muddy Branch; thence S 82° 25' E, 19.7 perches to a bounded white oak tree (now dead); thence S 75° 8' E, 14.4 perches to where formerly stood a bounded red oak tree; thence S 73° 3' E, 32 perches to a bounded black oak tree; thence S 58° 48' E,

25.75 perches to a bounded white oak tree; then leaving the outlines of said conveyance but still same course, S 58° 48' E, 8.06 perches to a point in the center line of the public road leading from Gaithersburg to Hunting Hill and thence bounding in the center line of said road the 3 following courses and distances, S 24° 22' W, 3.72 perches; S 22° 8' E, 13.06 perches; S 12° 38' E, 61.4 perches to intersect the 3rd line of Ignatius Fulks' whole land and thence with said line reversed, N 83° 17' W, 171.46 perches to a stone now planted at the end of the second line of said whole land and then still with said land reversed, N 24° 45' E, 39 perches to a stone at the end of the 37th line of "Earn Hill" still with said land and said tract reversed N 74° 15' W, 40 perches to a stone at the beginning of Ignatius Fulks' whole land and thence with the given line thereof reversed N 35° 45' E, 78 perches to the place of beginning, containing 83 acres of land.

Parcel No. 2. Beginning for the same at a stone heretofore planted at the end of 23.56 perches on the given line of what was formerly Ignatius Fulks' whole tract and running thence S 27° 30' E, 16.7 perches to a bounded white oak; N 69° E, 42 perches to a gum tree; S 86° E, 19.5 perches to a white oak; S 81° E, 14 perches to a red oak; S 77° 15' E, 32 perches to a black oak; S 63° E, 26 perches to a white oak; N 52° 45' E, 42 perches to a white oak; N 61° 15' E, 17½ perches to a white oak; N 40° 20' E, 38 perches to a stone; S 73° 40' E, 17½ perches to a stone; N 86° 20' E, 10.8 perches to a stone; S 81° 10' E, 19 perches to a stone; N 81° 20' E, 21 perches to a stone heretofore planted at the end of the 14th line of the original tract of Ignatius Fulks' land containing 250 acres; then with said line N 3° 50' E, 36 perches to a stone; S 85° W, 58 perches to a stone; S 60° 30' W, 60 perches to a stone; N 56° 45' W, 9.36 perches to a stone; S 62° W, 3.45 perches to a stone; N 59° W, 2.61 perches to a stone; S 8° E, 23.5 perches to a stone; N 63° 40' W, 7 perches to a stone; S 7° E, 2.48 perches to a stone; N 66° 6' W, 60.76 perches to a stone; N 40° W, 20 perches to a stone; N 75° 45' E, 30 perches to a stake; N 67° 30' W, 22.2 perches to a stone; N 59° 30' W, 13.12 perches to a stone; N 86° W, 18 perches to a stake; S 35° 45' W, 53 perches to a stake; S 39° W, 5.5 perches to a stake; S 86° W, 31.5 perches to a corner of what was formerly John Briggs' and Leo Crowns' land; then with said Crowns' lines S 7° E, 7 perches; S 79° E, 20 perches; S 33° W, 23.56 perches to the place of beginning, containing 76½ acres of land, more or less, excepting from the lands hereby conveyed as Parcel No. 2 hereof, that portion thereof which was conveyed unto John W. Briggs and Mary C. Briggs, by William R. Fulks by deed dated December 18th, 1893, for 21.92 acres of land and recorded in Liber J. A. 40 at folio 465 of the Land Records of Montgomery County, which is described as follows; to wit:

Beginning at a stone heretofore planted at the end of the 10th line of a conveyance from Henry W. Mossburg and wife to William R. Fulks for 76 acres and 2 roods of land, more or less, by deed dated the 14th day of April, 1868 and recorded in Liber E. B. P. No. 5, folios 108 etc. one of the Land Records of said County and running thence with said conveyance N 85° E, 58 perches to a stone; S 3° 50' W, 36 perches to a stone; S 81° 20' W, 21 perches to a stone; N 81° 10' W, 19 perches to a stone; S 86° 20' W, 10.3 perches to a stone; N 73° 40' W, 17.5 perches to a stone; then S 40° 20' W, 37 perches to a bounded W. O. at the end of the 8th line of the aforesaid conveyance; thence with said line reversed S 62° 45' W, 17.5 perches to a bounded white oak; thence leaving said conveyance and S 70° 30' W, 5.08 perches to a white oak; thence N 6° 15' E, 17.64 perches to a stake on the East side of the public

road leading from the Darnestown Road at Ward's store to Gaithersburg; thence with said road N 7° E, 18 perches to a stake three feet north of a marked black oak standing on the West side of said road; thence with a line of John W. Briggs' land N 60° 30' E, 56.88 perches to the beginning, containing 21.92 acres of land, more or less.

Together with the buildings and improvements thereon and the rights, roads, ways, waters, and appurtenances thereunto belonging or in anywise thereto appertaining.

To Have and to Hold the same unto the said Frank S. Ward and Porter G. Ward, as tenants in common, their heirs and assigns, in fee simple forever.

And the said grantors hereby covenant to warrant specially the lands and premises hereby conveyed and to execute such other or further deed or deeds as may be necessary the better to convey the same.

Witness our hands and seals.

Witness:	William Lawson King	(Seal)
Edna Howes	Cordelia Elizabeth King	(Seal)

(Internal Revenue \$3.50)

State of Maryland, Montgomery County, to wit:

I hereby certify that on this 2nd day of October, nineteen hundred and thirty-six, before the subscriber, a Notary Public of the State of Maryland, in and for Montgomery County, personally appeared William Lawson King and Cordelia Elizabeth King, his wife, and did each acknowledge the foregoing deed to be their respective act.

Edna Howes

Edna Howes

Notary Public

Notary Public

Montgomery

County, Md.

EXAMINED

MAILED TO
SUBURBAN TITLE AND
INVESTMENT CORPORATION
923-15th ST. N. W.
WASHINGTON, D. C.
12-18-36

At the request of Anna R. Griffith, the following Deed was recorded October 5th, A. D. 1936, at 1:12 o'clock, P. M., to wit:-

This Deed, Made this 1st day of October, in the year of our Lord

one thousand nine hundred and thirty-six, by and between Royal H. Carlock and Emma R. Carlock, his wife, parties of the first part, and Anna R. Griffith, party of the second part:

Witnesseth, that in consideration of Ten (10) Dollars, lawful money of the United States to them in hand paid before the sealing and delivery of these presents, the said parties of the first part do grant and convey unto Anna R. Griffith party of the second part, her heirs and assigns, in fee simple, all those pieces or parcels of ground situate, lying and being in Montgomery County, State of Maryland, and being described as follows, to wit:

Lots numbered Seventeen (17) Eighteen (18) Nineteen (19) Twenty (20) and twenty-one (21) in Block numbered Nine (9) in a subdivision known as "Brookmont" as per plat recorded in Plat Book No. 4, plat 305, one of the Land Records for said Montgomery County.

Subject to agreement of lease between the parties hereto of the

EXAMINED

mailed to:-

W. Lawson King

Gaithersburg, Md.

12-18-36.

At the request of William Lawson King, the following Deed was recorded October 5th, A. D. 1936, at 1:04 o'clock, P. M., to wit:-

This Deed, Made this 25th day of September, in the year nineteen hundred and thirty-six, by Thomas M. Harrington, Assignee, as hereinafter set forth.

Whereas, by virtue of the power contained in a mortgage from Thomas I. Fulks and Fannie L. Fulks, his wife, dated September 1, 1934, and recorded among the Land Records of Montgomery County, Maryland, in Liber C. K. W. No. 585, folio 196, duly assigned to the said Thomas M. Harrington for the purpose of foreclosure and collection, default having occurred therein and both the Federal Farm Mortgage Corporation, owner of said mortgage and the debt secured thereby, and Thomas M. Harrington, Assignee as aforesaid having elected that the whole indebtedness shall be immediately due, the said Assignee, after having given bond with surety for the faithful performance of his trust and complied with all the prerequisites of law and of said mortgage, did attend in front of the Court House door in Rockville, Montgomery County, Maryland, on Monday July 27, 1936, at 12:15 o'clock, P. M. and did then and there sell at public auction to William Lawson King, Gaithersburg, Maryland, the hereinafter described property at and for the sum of \$15,733.00, he being then and there the highest and best bidder therefor, which said sale has been duly reported to and finally ratified and confirmed by the Circuit Court for Montgomery County, Maryland, sitting in Equity, in the case of Thomas M. Harrington, Assignee of Mortgage v. Thomas I. Fulks and Fannie L. Fulks, his wife, being case No. 7950 on the Chancery docket of said Court, and the purchase money has been fully paid.

Now, Therefore, in consideration of the premises and of the sum of \$1.00, the receipt whereof is hereby acknowledged, the said Thomas M. Harrington, Assignee as aforesaid, does hereby grant and convey unto the said William Lawson King, his heirs and assigns, in fee simple, all those two farms, both situate in the Ninth Election District Montgomery County, Maryland, Being all and the same land acquired by the said Thomas I. Fulks by two certain deeds, the first of said deeds being from Susannah Noyes, widow, et als, dated September 8, 1902, and recorded among the aforesaid Land Records in Liber T. D. No. 22, folio 454, the other of said deeds being from Ignatius Thomas Fulks, widower, dated July 25, 1919, and recorded among said Land Records in Liber P. B. R. No. 282, folio 294. Reference is hereby made to the two above mentioned deeds and to a mortgage recorded among the aforesaid Land Records in Liber C. K. W. No. 585, folio 190 for a more particular description of the property hereby conveyed.

Together With all buildings and improvements thereupon, being and erected and all rights, ways, waters, accretions, privileges, appurtenances, and advantages thereunto belonging or in anywise appertaining.

To Have and to Hold the premises above described and hereby conveyed unto the said William Lawson King, his heirs and assigns, in fee simple, subject, however, to the legal operation and effect of a prior mortgage from Thomas I. Fulks and Fannie L. Fulks, his wife, to The Federal Land Bank of Baltimore, dated September 1, 1934, and recorded among the aforesaid Land Records in Liber C. K. W. No. 585, folio 190.

Witness the hand and seal of the said Grantor the day and year first above written.

Witness:

Thomas M. Harrington (Seal)

Edna Howes

Assignee

(Internal Revenue \$16.00)

State of Maryland, City of Baltimore, to wit:-

I hereby certify that on this 25th day of September, 1936, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Thomas M. Harrington, Assignee, as hereinbefore mentioned, the Grantor named in the foregoing Deed, and did acknowledge said deed to be his act and deed as such Assignee.

In Testimony Whereof, I hereunto set my hand and affix my notarial seal the day and year first above written.

Edna Howes
Notary Public
Montgomery
County, Md.

Edna Howes
Notary Public
My Commission Expires 5/3/37.

EXAMINED

MAILED
mailed to:-
Ward Bros.
Rockville, Md.
12-18-36.

At the request of Frank S. Ward and Porter G. Ward, the following Deed was recorded October 5th, A. D. 1936, at 1:09 o'clock, P. M. to wit:-

DEED

This Deed, Made this 2nd day of October, nineteen hundred and thirty six, by William Lawson King and Cordelia Elizabeth King, his wife, witnesseth:

That For and in consideration of the sum of ten dollars (\$10.00) and other considerations to us in hand paid by Frank S. Ward and Porter G. Ward, the receipt of which is acknowledged, we, the said William Lawson King and Cordelia Elizabeth King, his wife, do hereby grant and convey unto the said Frank S. Ward and Porter G. Ward all of the following described tract of land situate, lying and being in Montgomery County, Maryland, and comprising two certain tracts of land, more particularly described as follows, to wit:

Parcel No. 1. Parts of tracts of land called "Wickham's Good Will" and "Earn Hill" contained within the metes and bounds, courses and distances following, to wit: beginning for the same at a stone now planted at the end of 24.3 perches on the given line of Ignatius Fulks' whole land containing 250 acres according to a survey made by William Chiswell, County Surveyor, the 2nd day of June, A. D. 1840, said stone being also on the 37th line of said tract called "Earn Hill" and at the beginning of a conveyance made the 2nd day of August, 1840, by Ignatius Fulks to Sarah L. Saunders for parts of said tracts containing 76½ acres of land and of record in Liber S. T. S. No. 3, folios 121 et seq., one of the Land Records of Montgomery County, Maryland, and running thence with the outlines of said conveyance corrected the six following courses and distances, viz: S 23° 12' E, 17.3 perches to the stump of a large bounded white oak tree; thence N 77° 49' E, 42.3 perches to a bounded gum tree on the South bank of Muddy Branch; thence S 82° 25' E, 19.7 perches to a bounded white oak tree (now dead); thence S 75° 8' E, 14.4 perches to where formerly stood a bounded red oak tree; thence S 73° 3' E, 32 perches to a bounded black oak tree; thence S 58° 48' E,

EXAMINED

Mailed to

Grantee,

Guthrieburg

Md. 1-19-21

At the request of Thomas I. ¹³⁶Fulks the following Deed was recorded July 31st 1919 at 9:51 o'clock A.M. to wit:-

THIS DEED, made this twenty-fifth day of July, in the year nineteen hundred and nineteen, by Ignatius Thomas Fulks, widower, of Montgomery County, in the State of Maryland;

WITNESSETH, that for and in consideration of the natural love and affection which I bear to my son Thomas I. Fulks, and of the further consideration of the sum of ten dollars, cash in hand paid, and of the further consideration of the annual rent charge upon the lands hereinafter conveyed, which is hereby reserved, and which said rent charge the said Thomas I. Fulks, for himself, his heirs and assigns, and as a part of the consideration of this deed, hereby assumes, and covenants and agrees to pay at the several times, and in the amounts following, to-wit: to pay unto the said Ignatius Thomas Fulks, his personal representatives or assigns, the annual rental of seven hundred and twenty dollars, in equal quarterly instalments of one hundred and eighty dollars each, said payments to be made upon the first day of July, October, January and April, of this and of each and every year hereafter, for and during the term of the natural life of the said Ignatius Thomas Fulks, and also in like manner to pay the pro rata sum of money which may be earned hereunder for that portion of the last quarter, or the quarter in which the said Ignatius Thomas Fulks may depart this life, said last mentioned payment to be made unto the personal representatives of the said Ignatius Thomas Fulks, and upon said last mentioned payment being made the said rent charge to cease and expire, I, the said Ignatius Thomas Fulks, do hereby grant, bargain, sell and convey unto the said Thomas I. Fulks, of said Montgomery County, all those five (5) several parcels of land which are composed of all those tracts, parts of tracts, pieces or parcels of land situate, lying and being in said Montgomery County, in the State of Maryland, and which are described as follows, to-wit:

Parcel numbered one (1) being all that part of a tract or tracts of land called "Wickhams Good Will", "Barn Hill" or by whatever name or names the same may be known or called, containing eighty-eight (88) acres of land, more or less, and being the same land which was conveyed unto the said Ignatius Thomas Fulks by William R. Fulks and Mary E. Fulks by deed dated the twelfth day of September, in the year nineteen hundred and eight, and of record in Liber No. 200, folio 304, one of the Land records of said Montgomery County.

Parcel numbered two (2) being all that part of a tract or tracts of land called "Wickhams Good Will", "Barn Hill" or by whatever name or names the same may be known or called, containing fifty-four and fifty-eight one-hundredth (54.58) acres of land, more or less, and being the same land which was first described in a deed from William H. Fulks and others, heirs at law of William R. Fulks, to the said Ignatius Thomas Fulks, of date the second day of February, in the year nineteen hundred and eighteen, and of record in Liber No. 270, folio 49, one of the Land Records of said Montgomery County;

Parcel numbered three (3) being all those two lots of land known as and

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being all of lots numbered one (1) and two (2), in block numbered one (1), on the plat of the ground of the Washington Grove Camp Meeting Association of the District of Columbia; and being the same land which was conveyed unto the said Ignatius Thomas Fuls by the said Washington Grove Camp Meeting Association, by lease dated the twenty-eighth day of April, in the year eighteen hundred and ninety-seven, and of record in Liber T.D. No. 2, folio 97, one of the Land Records of said Montgomery County;

Parcel numbered four (4) consisting of two lots of land which are described as follows, to-wit: the first lot being all that part of a tract of land called "Zoar" or by whatever name or names the same may be known or called, situate on the east side of Chestnut Street, in the town of Gaithersburg, and containing one (1) rood and eleven and two-tenth (11.2) square perches of land, more or less, and being the same land which was conveyed unto the said Ignatius Thomas Fuls by Henry C. Ward, and wife, by deed dated the tenth day of January, in the year eighteen hundred and seventy-six, and of record in Liber E.B.P. No. 14, folio 200, one of the Land Records of said Montgomery County.

The second lot being all that part of a tract or tracts of land called "Roberts Delight", Valentines Garden" or by whatever name or names the same may be known or called, containing nine (9) square perches of land, more or less, adjoining on the north the last above described lot, and being the same land which was conveyed unto the said Ignatius Thomas Fuls by Eli M. Burris and wife, by deed dated the twenty-fourth day of April, in the year eighteen hundred and seventy-six, and of record in Liber E.B.P. No. 15, folio 13, one of the Land Records of said Montgomery County;

Parcel numbered five (5) being the undivided one-half ($\frac{1}{2}$) interest (the other undivided one-half interest being conveyed unto Charles Algernon Fuls) in and to all that part of a tract of land called "Summit Hall", or by whatever name or names the same may be known or called, situate on the west side of Summit Avenue in the town of Gaithersburg, which is contained within the metes and bounds, courses and distances following, to-wit: Beginning for the same at a point on the second line of a tract of land called "Deer park" bearing North thirteen degrees and thirty-eight minutes east sixty-three and five-tenth (63.5) feet from the beginning of the land described as the second part in a deed from John T. DeSillum to the said Ignatius Thomas Fuls, dated the first day of January, in the year eighteen hundred and eighty-six, and of record in Liber J.A. No. 1, folio 221, one of the Land Records of said Montgomery County, and running thence with the said second line of "Deer Park" and with the first line of said second part of said deed North thirteen degrees and thirty-eight minutes east, five hundred and eighty-six and four-tenth (586.4) feet to the limit line of the Baltimore and Ohio Railroad; thence on said limit line, North eighty-three degrees and twenty-eight minutes west, four hundred and six (406.0) feet to the lines of the land conveyed by the said Ignatius Thomas Fuls to said Baltimore and Ohio Railroad Company by deed dated the tenth day of January, in the year nineteen hundred and six, and of record in Liber No. 184, folio 451, one of the Land Records of said Montgomery County; thence with the lines of said deed, South sixty-three degrees and forty-two minutes West, three hundred and three and five-tenth (303.5) feet to an iron rail; South six degrees and thirty-two minutes West, one hundred and twenty-three and two-tenth (123.2) feet to an iron rail; North eighty-three degrees and twenty-eight minutes West, fifty-six and six-tenth (56.6) feet; South six degrees and thirty-two minutes West, three hundred and sixty-one and

seven-tenth (361.7) feet to an iron rail on the side of the Frederick Road; and on the fifth line of said second part of said deed from DeSellum to Fulks; thence with said deed and said road, South thirty-seven degrees and eighteen minutes East, ninety-five and seven-tenth (95.7) feet to a stone at the end of said line; and the beginning of the second line of the second part of a deed from George B. Harrington to Ignatius Thomas Fulks, of date the seventeenth day of April, in the year nineteen hundred and fourteen, and of record in Liber No. 242, folio 40, one of the Land Records of said Montgomery County; thence with said second line, South thirty-eight degrees and eighteen minutes East, six and ninety-seven one-hundredth (6.97) feet; thence to include a portion of said second part of said last mentioned deed, North fifty-five degrees and forty-one minutes East, one hundred and twenty-three and seven-tenth (123.7) feet; North eighty-nine degrees and twelve minutes east, one hundred and twenty-four and four-tenths (124.4) feet to the north-west corner of a part of said land fronting on Summit Avenue, as conveyed unto Rosa Blanche Severance; thence with said part, North eighty-nine degrees and twelve minutes east, three hundred and fifty and five-tenth (350.5) feet to the place of beginning.

Containing eight and ninety-six one-hundredth (8.96) acres more or less;

And being All of the land described as the second part in a deed from John T. DeSellum to the said Ignatius Thomas Fulks, of date the first day of January, in the year eighteen hundred and eighty-six and of record in said Liber J. A. No. 1, folio 221, one of the Land records of said Montgomery County;

Except that part thereof which was conveyed unto the Baltimore and Ohio Railroad Company by the said Ignatius Thomas Fulks and wife by deed dated the twenty-second day of June, in the year eighteen hundred and eighty-eight, and of record in Liber E.B. P. No. 31, folio 435, one of the Land Records of said Montgomery County;

And also except that part thereof which was conveyed unto said Baltimore and Ohio Railroad Company by said Ignatius Thomas Fulks and wife by deed dated the tenth day of January, in the year nineteen hundred and six, and of record in Liber No. 184, folio 451, one of the Land records of said Montgomery County;

And also except that part thereof, containing one-half ($\frac{1}{2}$) acre, being the first part of Parcel numbered two (2), this day conveyed unto Rosa Blanche Severance by said Ignatius Thomas Fulks;

And also except all that part thereof included within the lines of Parcel numbered three (3) this day conveyed unto said Rosa Blanche Severance by said Ignatius Thomas Fulks;

All reference being to the Land records of said Montgomery County, to which said deeds, and to those mentioned therein, reference is hereby made for a more particular description of the several parcels of land intended to be hereby conveyed.

Together with all and singular the buildings and improvements upon each and every of said tracts or parcels of land, and all the rights, roads, ways,

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Witness:
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waters, privileges and appurtenances thereto, or to any part thereof, belonging or in anywise appertaining.

AND the said Ignatius Thomas Fulks, for himself, his heirs, personal representatives or assigns, covenants to execute and deliver any and all such other and further assurances as may be necessary the better to convey the same, or any part thereof.

AND the said Thomas I. Fulks, grantee as above, hereby accepts the foregoing grant and conveyance, and for himself, his heirs and assigns, hereby covenants and agrees to pay unto the said Ignatius Thomas Fulks, his personal representatives or assigns, the several sums of money or rental, as above set out, and at the several times above mentioned and set forth.

Witness our hands and seals.

130 Ignatius Thomas Fulks (SEAL)

136 Thomas I. Fulks. (Seal)

Witness:

J. Forest Walker.

STATE OF MARYLAND, MONTGOMERY COUNTY, TO-WIT:

I hereby certify that on this twenty-fifth day of July, in the year nineteen hundred and nineteen, before the Subscriber, a Notary Public of the State of Maryland, in and for Montgomery County, duly commissioned and qualified, Personally appeared Ignatius Thomas Fulks, and Thomas I. Fulks, and did each acknowledge the foregoing deed to be their respective act and deed, for the purposes therein set out.

In testimony whereof I hereto set my hand and affix my notarial seal.

J. Forest Walker.

Notary Public, Md.

J. Forest Walker
Notary Public.
Montgomery
Co., Md.

EXAMINED At the request of John A. Ridgeway the following Deed was recorded July 31st A.D. 1919 at 11:51 o'clock A.M. to wit:-

Delivered to
C. F. Owens,
Oct 10, 1919

THIS DEED, Made this seventeenth day of July in the year of our Lord one thousand nine hundred and nineteen by and between Evelyn Sherwood Brainard, unmarried, Florence Edna Grimmell and Rowland W. Grimmell, her husband, and Walter Cleveland Brainard and Alice Alameda Brainard, his wife, parties of the first part; and John A. Ridgeway, party of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, the said parties of the first part do hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, all that piece, parcel or tract of ground and premises, situate, lying and being in Montgomery County, State of Maryland, particularly described as follows:-

Lot Numbered Twenty-three (23) in Block Numbered Three (3), in the Subdivision known

and delivery of these presents, and not encumbered by any mortgage, judgment or limitation or by any encumbrance whatsoever, by which the title of the said party of the second part hereby made or intended to be made, for the above described land and premises, can or may be changed, charged, altered, or defeated in any way whatsoever.

And also that the said party of the first part now have good right, full power and lawful authority to grant, bargain, sell and convey the said land and premises in manner aforesaid;

And also that they will warrant, secure and forever defend the said land and premises unto the said party of the second part, her heirs and assigns forever, against the lawful claims and demands of all and every person or persons freely and clearly freed and discharged of and from all manner of encumbrance whatsoever.

In Witness Whereof, the said party of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered

Frances F. Coykendall, (seal)

in the presence of -

Widow,

Frank Holbert, Notary Public.

Mary Elizabeth x Fuller, (seal)

Witness: Frank Holbert.

Spinster.

State of New Jersey, County of Sussex, ss.

I hereby certify that on this 24th day of April, A. D. 1913, before me, a Notary Public in and for said County, personally appeared Francis F. Coykendall and Mary Elizabeth Fuller, and did each severally acknowledge the foregoing deed to be their act.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal the day and year above written.

Frank Holbert, (seal)

Notary Public,

My Commission expires June 5th, 1916.

Frank Holbert,
Notary Public,
Sussex, N. J.

At the request of the Chesapeake and Potomac Telephone Company of Baltimore City the following Right of Way was recorded May 5th A. D. 1913 at 10.10 o'clock A. M., to wit:

No.....

Gaithersburg, Maryland, January 22nd, 1913.

RECEIVED from the Chesapeake and Potomac Telephone Company of Baltimore City, one dollar, for which I grant to the Company the right to construct, and maintain a telephone and telegraph line including the necessary poles, wires and guys along the highway known as Gaithersburg - Laytonsville Road adjoining my property located in Election District #2 in the Town of County of Montgomery, State of Maryland, and to trim the trees from time to time so that they shall not come in contact with the wires.

\$1.00

Signed *Thomas I. Fuls,*

Seal.

Witness: Wm. Beall.

Approved

EXAMINED

Mailed to
Grant
Washington
May 27/1913

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State of Maryland, Montgomery County, to wit:

I hereby certify that on this 17th day of March, in the year 1913, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified and residing in Gaithersburg, County aforesaid, personally appeared Thomas I. Pulks and acknowledged the foregoing to be his act.

Witness my hand and seal,

Frank B. Severance,
Notary Public,
Gaithersburg, Md.

Frank B. Severance,
Notary Public.

EXAMINED

*Mailed to
Gaithersburg,
D.C.
May 23/1913.*

At the request of the Chesapeake and Potomac Telephone Company of Baltimore City the following Right of Way was recorded May 5th A. D. 1913 at 10.10 o'clock P. M., to wit:

No.

Laytonsville, Maryland, January 24th 1913.

RECEIVED from the Chesapeake and Potomac Telephone Company of Baltimore City one dollar for which I hereby grant to the Company the right to construct and maintain a telephone and telegraph line including the necessary poles, wires and guys along the highways known as the Gaithersburg - Laytonsville Road adjoining my property located in Election District No. 1, in the Town of County of Montgomery, State of Maryland; and to trim the trees from time to time so that they shall not in contact with the wires.

\$1.00

Signed *✓ 106* Mary E. Dorsey,

Seal

Witness: Wm. Beall

Approved

State of Maryland, Montgomery County, to wit:

I hereby certify that on this 24th day of April, in the year 1913, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified and residing in Gaithersburg, County aforesaid personally appeared Mary E. Dorsey and acknowledged the foregoing to be her act.

Witness my hand and seal,

Frank B. Severance,
Notary Public,
Gaithersburg, Md.

Frank B. Severance,
Notary Public.

EXAMINED

*Mailed to
Gaithersburg,
D.C.
May 23/1913.*

At the request of the Chesapeake and Potomac Telephone Company the following Right of Way was recorded May 5th A. D. 1913 at 10.10 o'clock A. M., to wit:

No.

Laytonsville, Maryland, January 22, 1913.

RECEIVED of the Chesapeake and Potomac Telephone Company of Baltimore City one dollar for which we hereby grant to the Company, its successors and assigns, the right to construct and maintain a telephone and telegraph line including the necessary poles wires and guys along the highways known as the Gaithersburg - Laytonsville Road ad-

EXAMINED

*Mailed to
Gaithersburg,
D.C.
May 23/1913.*

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or or the tenant desiring to vacate shall each give to the other thirty (30) days' notice.

Witness our hand and seals.

Fra Francis H. Townsend Jr.

136 Thomas I. Fulks

(Seal)

Har Harry R. Hall

Washington Suburban Sanitary Commission (Seal)

By T. Howard Duckett

Chairman

Dis District of Columbia, SS:

I Hereby Certify that on this 24th day of June, 1926, before me, the sub subscriber, a Notary Public, in and for the District aforesaid, personally appeared T. Ho Howard Duckett, Chairman of the Washington Suburban Sanitary Commission and acknowledged the the foregoing lease to be the act and deed of the said The Washington Suburban Sanitary Com Commission.

Witness my hand and Notarial Seal.

V. Eugenia Thomas

V. Eugenia Thomas

Notary Public, D. C.

Notary Public

District of

Columbia

EXAM.

Maile: 7/6 7/6
Wash. Sub. Sanitary Comm.
Evansd. 144. Wash. D.C.
12-26-26

At the request of Wash. Suburban Sanitary Comm. the following

Right of Way was recorded October 13th A. D. 1926, at 1:00 O'clock

P. M. to-wit:-

In consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged Thomas I. Fulks and Charles A. Fulks and Evora Fulks, his wife hereby, by give and grant unto The Washington Suburban Sanitary Commission, the right to construct, maintain and operate a Sewer along the following line:

Beginning at a point on the sixth or S 6° 32' W 361.7 foot line of the fifth parcel of land described in a conveyance dated July 29, 1919 from Ignatius Thomas Ful Fulks to Thomas I. Fulks and recorded among the Land Records of Montgomery County, Maryland in Liber No. 282 at Folio 294 said beginning point being distant 114.08 feet from the the iron rail planted at the end of said sixth line and having for its coordinates North 911 91168.02 and West 53072.66 which coordinates together with all other coordinates bearings and distances hereinafter used except other deed references are referred to the base mer meridian of the Washington Suburban Sanitary District and running thence, N46° 12' 59" E 2 E 206.96 feet to a point having for its coordinates North 91311.22 and west 52923.24 at at proposed manhole No. 1535, and thence S 82° 23' 09" E 516.78 feet to a point on the first or N 13° 38' E 586.4 foot line of the aforescribed fifth parcel and having for it it s coordinates North 91242.75 and West 52411.02, said point being distant 128.33 feet from the beginning of said first line and also 191.83 feet distant from the stone mentioned in in the aforesaid deed as being at the beginning of the land described as the second part

in a deed from John T. DeSallum to Ignatius T. Fulks, dated January 1, 1886 and recorded in the Montgomery County Land Records in Liber J. A. 1 at folio 221.

Together with the rights of ingress and egress for the purpose of construction said Sewer and maintaining the same, said ingress and egress to be along the lines designated herein or along such other lines on the property as the grantors may designate.

Witness their hands and seals.

Test.	125 C. Algernon Fulks	(Seal)
Francis H. Townsend Jr.	127 Evora Y. Fulks	(Seal)
	136 Thomas I. Fulks	(Seal)

State of Maryland Montgomery County, to wit:

I Hereby Certify, that on this 19th day of April in the year nineteen hundred and Twenty Six, before me the subscriber a Notary Public, of the State of Maryland, in and for Montg. Co. personally appeared C. Algernon Fulks, Evora Y. Fulks and Thomas I. Fulks and did acknowledged the foregoing Deed to be their act and deed.

Witness my hand and official seal.

William F. Griffith
Notary Public
Geithersburg
Md.

William F. Griffith
Notary Public

Rec'd of F. H. Townsend, Jr. Washington Suburban Sanitary Commission Check
#18944 of April 19- 1926, for \$200.00.

C. Algernon Fulks

This is a supplement agreement between the Washington Suburban Sanitary Commission and Charles A. Fulks and Thomas I. Fulks with the reference to acquiring a right of way over the land of Charles A. Fulks and Thomas I. Fulks particularly mentioned and described in an agreement between said parties dated April 19th 1926.

The Washington Suburban Sanitary Commission agrees to pay Charles A. Fulks and Thomas I. Fulks a sum not to exceed fifty dollars (\$50.00) in the event any trees over 4" in diameter on the land mentioned in the aforesaid agreement are cut down and the wood to belong to Charles A. Fulks and Thomas I. Fulks.

It is further agreed that the said The Washington Suburban Sanitary Commission will remove from the land mentioned in the aforesaid agreement, all the superfluous dirt that may be on the premises caused by construction of sewer on said land, within 12 months from the date hereof.

The Washington Suburban Sanitary Commission,
By Francis H. Townsend, Jr.

Attest:	Thomas I. Fulks	(Seal)
William F. Griffith	C. Algernon Fulks	(Seal)

mailed to L. H. Washburn, Room 919 E. H. New Wash. 4 D.C. 11-25-58

LIBER 2512 FMD 593

Recorded Oct. 7th, 1958-at-2:34 P.M.

THIS AGREEMENT

Made this 23 day of Sept., 1958, by and between Otis Beall Kent (the "Owner"), and POTOMAC ELECTRIC POWER COMPANY, a District of Columbia and Virginia corporation ("Pepco").

WITNESSETH THAT

WHEREAS, the Owner is owner of a certain parcel of real property (the "Property") located in Montgomery County, Maryland, acquired by him by deed dated December 14, 1943, and recorded among the Land Records of said Montgomery County in Liber No. 927, Folio 210, and

WHEREAS, Pepco is desirous of installing its facilities on the Property, approximately one foot westerly of the easterly line of the Property, as shown on Pepco Drawing No. 8203135, dated August 29, 1958, a copy of which drawing has been supplied to the Owner,

NOW, THEREFORE, the parties hereto agree as follows:

1. In consideration of the sum of \$10, the receipt of which is hereby acknowledged by the Owner, and the promises and agreements hereinafter made by Pepco, the Owner hereby grants unto Pepco the following rights;

(i) to construct, operate, maintain and/or replace in, on, over and across the Property at approximately the location shown on said Pepco Drawing No. 8203135 the transmission and/or distribution facilities, including all necessary poles, wires, crossarms, guys, anchors and appurtenant fixtures, shown on said Pepco Drawing No. 8203135.

(ii) to make such extensions as may be necessary from such facilities.

(iii) to add, from time to time, wires, crossarms and related fixtures on the poles so installed.

(iv) to permit the attachment of wires of any other company to such facilities.

(v) to trim trees along the wires so installed so as to prevent damage to, and keep reasonable clearance around, said wires, with the further right to remove all trees that interfere with, or which in falling might damage, said wires.

2. Pepco agrees:

(i) to indemnify and hold harmless the Owner against and from any and all claims or liability arising from injury to persons or damage to property caused by Pepco's negligent construction, operation or maintenance of its facilities installed hereunder.

(ii) to adjust at its expense the location of its poles, wires, guys, anchors and other facilities in the event the Owner (a) installs new private driveways for access to the Property or (b) subdivides the Property and establishes lot lines which are interfered with by the facilities so installed, provided, however, that the rights created hereunder shall apply with equal force to the facilities so relocated.

(iii) to restore and leave the ground in a condition equal to, or better than, the condition it was in immediately prior to Pepco commencing its work on the Property.

3. Pepco's rights hereunder shall automatically cease and determine if it shall voluntarily remove all of its facilities from the Property.

4. This agreement shall be binding on, and enure to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF this agreement has been duly executed and delivered:

Witness:

Elbert H. Richardson
ELBERT H. RICHARDSON

Otis Beall Kent (L.S.)
OTIS BEALL KENT (L.S.)

1. C. 18
9/15/58

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) ss.:



I, ELBERT H. RICHARDSON, a Notary Public in and for the above County and State, do hereby certify that OTIS BEALL KENT, known to me (or proven to me by the oath of credible witnesses) to be the person(s) who executed the annexed writing dated SEPT. 23, 1958, did this day personally appear before me in my said State and acknowledge the same to be His act and deed. My commission expires MAY 4, 1959.



WITNESS my hand and seal, this 23 day of SEPT. 1958.

Elbert H. Richardson
Notary Public.
ELBERT H. RICHARDSON

mailed to -

Land Lett. P.E. Co. 929 E St. NW. Wash. D.C. 9-13-61

LIGER 2872 FOLD 682

Recorded Aug. 4th, 1961-at-11:45 A.M.

LICENSE AND RIGHTS-OF-WAY ON PROPERTY OCCUPIED BY
NATIONAL BUREAU OF STANDARDS, GAITHERSBURG, MARYLAND

The Director of the National Bureau of Standards, United States of America (the "Director"), hereby grants to POTOMAC ELECTRIC POWER COMPANY, a District of Columbia and Virginia corporation having its principal office at 929 E Street, N. W., Washington 4, D. C. (the "Licensee"):

- a. A license, beginning upon the date hereof, for the construction, operation and maintenance of facilities consisting of an electric power substation and appurtenances (the "Facilities"), over, across, in and upon the following described tract of land (hereinafter sometimes called the "Substation Site") located in Gaithersburg Election District No. 9, Montgomery County, Maryland:

A tract of land 250 feet square, being a portion of the lands of the United States which are to be occupied by the National Bureau of Standards and being situate on, but not abutting, the southeasterly side of Maryland State Route No. 124, bounded and described as follows:

Beginning for the same at a concrete monument planted at the northwest corner of the hereindescribed tract of land, said point of beginning having Washington Suburban Sanitary Commission Coordinates N. 88,608.00 + W. 60,910.00 and being distant S. 18° 20' 22" E. 180.42 feet from Monument No. 49 planted on the easterly right-of-way line of said Route No. 124 and in the outline of the land so to be occupied by the National Bureau of Standards;

Thence, running through said land so to be occupied by the National Bureau of Standards, the following four courses and distances:

- (1) Due East 250 feet to a concrete monument;
 - (2) Due South 250 feet to a concrete monument;
 - (3) Due West 250 feet to a concrete monument;
- and
- (4) Due North 250 feet to the place of beginning;

Containing 62,500 square feet of land;

All as shown on Exhibit A hereto;

b. A license and right-of-way, beginning upon the date hereof, for the construction, operation and maintenance of overhead and/or underground electric power and energy transmission and/or distribution facilities, including poles, towers, conduits, cables, wires, manholes, crossarms and related items of equipment (the "Facilities"), over, across, in and upon the following described tract of land (hereinafter sometimes called the "Right-of-Way Area") located in Gaithersburg Election District No. 9, Montgomery County, Maryland:

Beginning for the same at the beginning point of the Substation Site and running thence through said land so to be occupied by the National Bureau of Standards the following five courses and distances:

- (1) Due South 250 feet along the west line of the Substation Site to the southwest corner thereof;
- (2) Due West 306.83 feet to the easterly right-of-way line of said Route No. 124;
- (3) N. $38^{\circ} 42' 40''$ E. 159.48 feet along said easterly right-of-way line to a point of curve marked by Monument No. 48;
- (4) 202.21 feet along said easterly right-of-way line and along the arc of a curve to the left having a radius of 810 feet (chord bearing and length = N. $31^{\circ} 36' 00''$ E. 201.69 feet);
- (5) Thence, leaving said easterly right-of-way line, S. $65^{\circ} 29' 58''$ E. 111.45 feet to the place of beginning;

All as shown on Exhibit A hereto; and

c. The rights of vehicular and pedestrian ingress to, and egress from, the Substation Site and the Right-of-Way Area at all times during the existence of the license granted by paragraphs a and b, above.

SAID license is granted subject to the following conditions:

1. The design, construction, and general arrangement of Licensee's Facilities, indicated on prints of drawings Nos.

160-S-1, Revision C, and 160-S-2, Revision G, attached hereto, operation, and maintenance, shall be in accordance with the best engineering practices, accomplished without cost or expense to the United States and in such manner as not to produce objectionable noise or to endanger personnel or property of the United States or obstruct travel on any road.

2. That the use and occupation of the Substation Site and the Right-of-Way Area hereunder shall be subject to such rules and regulations as the officer having immediate jurisdiction over the property of which they are a part ("Said Officer") may from time to time prescribe in order properly to protect the interest of the United States.

3. That the Licensee shall supervise the Facilities and cause them to be inspected at reasonable intervals, and shall immediately repair any defects found therein as a result of such inspection, or when requested by Said Officer to repair any defects. Upon completion of the installation of the Facilities and the making of any repairs thereto, the Substation Site or the Right-of-Way Area, as the case may be, shall (except as otherwise required by the nature of the Licensee's authorized installation) be restored immediately by the Licensee, at the Licensee's own expense, to the same condition as that in which it existed prior to the commencement of such work, to the satisfaction of Said Officer.

4. That any property of the United States damaged or destroyed by the Licensee incident to the use and occupation of the Substation Site or the Right-of-Way Area shall be promptly repaired or replaced by the Licensee to the satisfaction of Said Officer or, in lieu of such repair or replacement, the Licensee shall, if so required by Said Officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of such damage or destruction.

5. That the United States reserves to itself the right to construct, use and maintain electric transmission facilities across, over and/or under the surface of the Substation Site and the Right-of-Way Area, provided they do not create any unreasonable interference with the exercise by the Licensee of the rights herein granted to it.

6. That the Licensee shall permit the United States, in order for it to obtain 13.2 KV metered electric service, to furnish, install and maintain in the substation constructed by the Licensee on the Substation Site switchgear and associated facilities approximately as shown on the prints of drawings Nos. 160-S-1, Revision C, and 160-S-2, Revision G, which are attached hereto, which switchgear and associated facilities will be equipped to receive permanent bus duct connections (which will be furnished and installed by the Licensee) and conduits from each metering transformer unit to the metering instrument location.

7. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the Substation Site or the Right-of-Way Area by the Licensee, and that the Licensee shall hold the United States harmless from any and all such claims.

8. That, so long as the license and rights-of-way hereby granted are in effect, the Licensee shall furnish through the Facilities to be installed on the Substation Site such electric service as may be required from time to time for Government purposes on the property of which the Substation Site is a part, provided that payment for all such service shall be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the Licensee for similar service to others.

9. That the Licensee shall be permitted at its expense to provide the necessary equipment in the substation and right-of-way

area to serve its other customers therefrom. In so doing, the Licensee shall obtain approval for construction of facilities on and adjacent to United States property not now in place or not indicated on the prints of drawings Nos. 160-S-1, Revision C, and 160-S-2, Revision G, attached hereto and included as part of this license.

10. That the Licensee shall not make any major alterations to the Facilities, and shall not construct any temporary structure or advertising sign on the Substation Site or the Right-of-Way Area, without the prior written consent of Said Officer.

11. That the license and rights-of-way hereby granted may be terminated by the United States upon twelve months' written notice to the Licensee (i) if the United States shall determine that said license and rights-of-way interfere with the use or disposal by the United States of all or any portion of the property of which the Substation Site is a part, (ii) for failure, neglect or refusal by the Licensee fully and promptly to comply with any and all of the conditions of this license, (iii) for non-use for a two-year period, or (iv) for abandonment.

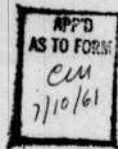
12. That upon the termination of this license, the Licensee shall, without expense to the United States, remove the Facilities and restore the Substation Site and the Right-of-Way Area to a condition satisfactory to Said Officer. In the event the Licensee shall fail, neglect or refuse to remove the Facilities and so restore the premises, the United States may remove the Facilities and perform the restoration work as aforesaid at the expense of the Licensee, and in no event shall the Licensee have any claim for damages against the United States, or its officers or agents, on account of the removal of the Facilities.

13. That the provisions and conditions of this instrument shall extend to and be binding upon, and shall inure to the benefit of, the successors and assigns of the Licensee.

LIGER 2872 FORM 687

IN WITNESS WHEREOF I have hereunto set my hand this 5th day of
June 1961, by direction of the Director.

G. B. Keffer Contracting Officer
G. B. KEFOVER NATIONAL BUREAU OF STANDARDS



Accepted:

o POTOMAC ELECTRIC POWER COMPANY

Date: July 11, 1961

George Bisset
Senior Vice President
GEORGE BISSET

I, H. M. Martell, certify that I am the Assistant
Secretary of the Corporation named as licensee herein; that George
Bisset who signed said license on behalf of the licensee
was then Senior Vice President of said corporation; that said license
was duly signed for and in behalf of said corporation by authority of its
governing body, and is within the scope of its corporate powers.

H. M. Martell
(Signature)
H. M. MARTELL

DISTRICT OF COLUMBIA, ss.:

I HEREBY CERTIFY that on this the 11th day of July, 1961, before me, Indiana C. Shepp, the undersigned officer, personally appeared GEORGE BISSET, who acknowledged himself to be the Senior Vice President of Potomac Electric Power Company, a corporation, and that he, as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Senior Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Indiana C. Shepp
Notary Public, D.C.
INDIANA C. SHEPP

My commission expires June 14, 1965.

LIBER 2872 FOLIO 689

DISTRICT OF COLUMBIA, ss.:

I HEREBY CERTIFY that on this the 25th day of July, 1961, before me, A.S. Coover, the undersigned officer, personally appeared GEORGE B. KEFOVER, who acknowledged himself to be the Chief of the Supply Division and Contracting Officer of the National Bureau of Standards, and that he, as such Contracting Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the United States of America by himself as Contracting Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official



A.S. Coover
NOTARY PUBLIC
My Commission Expires Feb. 28, 1963
A.S. COOVER.

mailed
Land recd. P. & P. Co. 929 E. St. NW, Wash. D.C.

MAY 1 1968

LIBER 3726 FOLIO 434

1350

MSC - ACK

CLK.CI.M.C.

APR-9-68 PAID 2135

THIS DEED OF EASEMENT

1968 APR-9 AM 11:23

Made this 26th day of March, 1968, by and
CLERK'S OFFICE
MONTG. CO., MD.

between OTIS BEALL KENT, unmarried, individually and as a limited partner in Lakeland Estates, and LAKELAND ESTATES, a Maryland limited partnership, parties of the first part (the "Grantors"), and POTOMAC ELECTRIC POWER COMPANY, a District of Columbia and Virginia corporation, party of the second part (the "Grantee"), this deed and agreement having been also signed by JAMES L. DIXON, JEANE L. DIXON, HELENE D. LOREN, H. TURNER GRATZ, DAVID BEARDEN GRATZ, DANIEL COX FAHEY, JR. and NICHOLAS OREM, JR. to indicate their approval thereof and consent thereto, they being all of the general partners of said Lakeland Estates other than Dermot A. Wee who has executed this instrument in behalf of said partnership,

W I T N E S S E T H T H A T

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, and the mutual promises herein contained, and subject to the terms and conditions hereafter stated, the Grantors hereby grant and convey unto the Grantee, its successors and assigns, the following easement and rights:

FIRST: To place, construct, install, reconstruct, use, operate, patrol, inspect, maintain, repair, renew and alter in, on, under and along, and to remove from, the following described 30 foot wide strip or parcel of land (such 30 foot wide strip or parcel of land being hereinafter called the "Property"), at any time and from time to time, overhead and/or underground electric power and energy transmission and distribution facilities (including wires, cables, conduits, pipes, manholes, poles, crossarms, guys, attachments, appurtenances, appliances, and items of equipment):

Being an easement in a strip or parcel of land 30 feet in width across part of the lands conveyed to said Otis Beall Kent by two deeds, one from William O. Dosh and Georgia M. Dosh, his wife, and Charles T. Johnson, and Jennie E. Johnson, his wife, recorded in Liber 899 at Folio 285, and

LIBER 3726 FOLIO 435

the other from Frank S. Ward and Eva L. Ward, his wife, and Porter G. Ward and Margaret S. Ward, his wife, recorded in Liber 927 at Folio 210, of the Land Records of Montgomery County, Maryland, and more particularly described as follows:

Beginning at a concrete monument at the easterly corner of Parcel "B", Quince Orchard as recorded in Plat Book 81 at Plat 8364 among said Land Records, said monument being N. 50° 00' 34" E. 2585.47 feet along the line of said Parcel "B" from the northeasterly line of Darnestown Road, Maryland State Route Number 28;

Thence running with the northerly line of said Parcel "B", N. 54° 40' 05" W. 31.30 feet;

Thence leaving said Parcel and running through the Kent property, N. 18° 44' 12" E. 1726.81 feet;

Thence N. 31° 47' 11" E. 901.65 feet;

Thence N. 59° 33' 43" E. 357.88 feet;

Thence N. 34° 03' 15" E. 1279.94 feet to a monument found at the corner common to the Kent land, as described in Liber 927 at Folio 210, William O. Dosh, as described in Liber 294 at Folio 131, and the United States of America, Bureau of Standards Court Case Number 8992, the final 874.50 feet of the immediately previously described line being on the line between said lands of Kent and Dosh;

Thence, running with the line between said United States of America and Kent, S. 86° 52' 00" E. 34.97 feet;

Thence, leaving said line and running through the Kent land S. 34° 03' 15" W. 1304.70 feet;

Thence S. 59° 33' 43" W. 357.25 feet;

Thence S. 31° 47' 11" W. 890.80 feet;

Thence S. 18° 44' 12" W. 1732.32 feet to the point of beginning;

Containing 128,270 square feet, of land, more or less.

SECOND: At any and all times to clear, and keep clear, the Property of trees, buildings and structures;

THIRD: To have ingress to and egress from the Property at any and all times for trucks, other vehicles and pedestrians to the extent necessary for the carrying on of the activities set forth in paragraphs FIRST and SECOND, above;

TO HAVE AND TO HOLD said easement and rights above described and hereby intended to be granted and conveyed, together with the rights,

privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the only proper use, benefit and behoof, of the Grantee, its successors and assigns.

AND the Grantee, for itself and its successors and assigns, hereby covenants and agrees that:

(a) Upon the completion of any work done by the Grantee on the Property, or on any substituted easement as hereafter mentioned, the Grantee will restore the surface thereof, as nearly as reasonably practicable, to the condition existing prior to the commencement of such work.

(b) Not to install any of its poles in the field road that runs between the two lakes on the Kent property.

(c) At the request of a majority of said partners, or at the request of the owners of a majority interest in any parcel of land through which the aforementioned right of way passes, to relocate at the Grantee's expense those portions of its overhead lines and facilities which are located on the property of the Grantors or on that part of said parcel as to which the owners of a majority interest have made such request, as the case may be, to a new 30 foot wide easement for overhead facilities to be provided by the parties making such request at no additional cost, when such overhead lines and facilities at their then present location interfere with the development of the land through which said lines and facilities pass, or of any parcel thereof, as aforementioned.

(d) At the request of a majority of said partners, or at the request of the owners of a majority interest in any parcel of land through which said overhead lines and facilities pass at the time such request is made, whether or not such overhead lines and facilities have been previously relocated as aforementioned, and regardless of whether such overhead lines and facilities interfere with the development of any property, to remove said overhead lines and facilities from the Property as above defined, or from any easement substituted as provided above, or from the parcel of land the owners of a majority interest of

which have requested such removal, and to place said transmission lines and facilities entirely underground at Grantee's expense within the lines of public streets, roads, and highways, or within one or more 20 foot wide easements, or both, provided and upon condition that:

(1) All of such streets, roads and highways within which said lines and facilities are to be placed underground have been dedicated to, and accepted for, public use, and have been brought to their final approved grade;

(2) The Grantee is provided with one or more perpetual easements 20 feet wide for a reasonable consideration, as may be necessary to connect with the said streets, roads or highways, and

(3) The total length of said underground transmission line to connect at one end with the transmission line at the northeast corner of Parcel "B", Quince Orchard, aforementioned, being the southerly end of the above-described easement, and at the other end with the transmission line at the aforementioned boundary of the land of the United States of America at the northerly end of the above described easement shall not exceed five thousand three hundred (5,300) lineal feet without the consent of the Grantee.

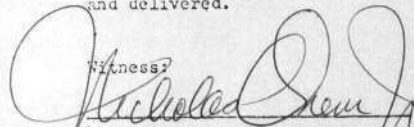
(a) Upon removal of its facilities from the Property or a portion thereof, or from any substituted easement, the Grantee will deliver to the Grantors, or other parties in interest in recordable form, an instrument satisfactory to the Grantors or parties in interest quitclaiming its right to the Property or that portion of the Property or of any substituted easement from which its facilities have been removed.

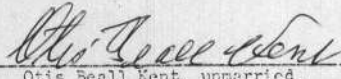
AND the Grantors hereby covenant, for themselves, their heirs, executors, administrators and assigns, to warrant specially the easement

LIBER 3726 FOLD 438

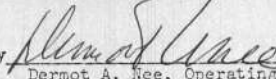
and rights hereby intended to be granted and conveyed, and to execute
such further assurances of the same as may be requisite.

IN WITNESS WHEREOF these presents have been duly executed
and delivered.

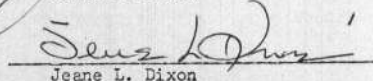
Witness:

NICHOLAS OREM, JR.

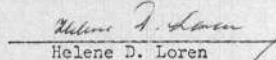
 (SEAL)
Otis Beall Kent, unmarried,
individually and as a limited
partner in Lakeland Estates

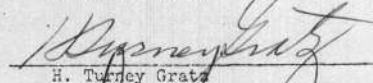
LAKELAND ESTATES

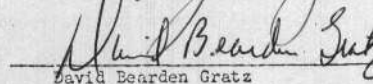
By  (SEAL)
Dermot A. Nee, Operating General
Partner

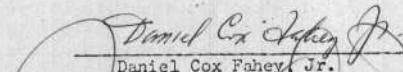
 (SEAL)
James L. Dixon

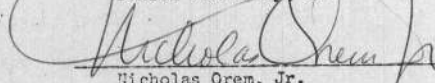
 (SEAL)
Jeane L. Dixon

 (SEAL)
Helene D. Loren

 (SEAL)
H. Turrey Gratz


 (SEAL)
David Bearden Gratz

 (SEAL)
Daniel Cox Fahey, Jr.

 (SEAL)
Nicholas Orem, Jr.

General Partners

POTOMAC ELECTRIC POWER COMPANY

By  (SEAL)
Senior Vice President
D.F. HUGHES



(Corporate Seal)

Attest:

Secretary

T.E. O'DEA

STATE OF MARYLAND
COUNTY OF MONTGOMERY, ss:

On this the 3 day of April, 1968, before me, the undersigned officer, personally appeared Otis Leall Kent, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Elbert H. Richardson
Notary Public, Md.

My commission expires: July 1, 1969 ELBERT H. RICHARDSON

STATE OF
COUNTY OF

On this the 3 day of April, 1968, before me, the undersigned officer, personally appeared Dermot A. Nee, known to me (or satisfactorily proven) to be the person described in the foregoing instrument and acknowledged that he executed the same in the capacity therein stated, and for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Elbert H. Richardson
Notary Public

My commission expires: July 1, 1969 ELBERT H. RICHARDSON

XXXXXXXXX CITY OF WASHINGTON,
XXXXXXXXX DISTRICT OF COLUMBIA, ss.:

On this, the 26th day of March, 1968, before me, the undersigned officer, personally appeared D. F. Hughes who acknowledged himself to be the Senior Vice President of Potomac Electric Power Company, a corporation, and that he, as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Senior Vice President.

In Witness Whereof, I hereunto set my hand and official seal.

Indiana C. Shepp
Notary Public, D. C.
Indiana C. Shepp

My commission expires: June 14, 1970.

25.00

HSC --ACK

CLK.CT.H.C.

FEB-19 69 PM 9 8 4 1

The undersigned Attorney duly admitted to practice before the Court of Appeals of Maryland hereby certifies that the within instrument was prepared by him or under his supervision.

Colleen M. Means
Attorney

LIBER 3834 FELIC 457

DECLARATION OF 1969 FEB 19 PM 11:37

TERMS AND PROVISIONS OF PUBLIC UTILITY EASEMENTS

This instrument declares and sets forth the terms and provisions of certain public utility easements which may be created by grants made to one or more of the undersigned public service companies in subdivision plats recorded among the Land Records of Montgomery County, Maryland, subsequent to the recording hereof in such Land Records, which grants refer to this Declaration.

When reference is made hereto in any such grant, the following terms and provisions are incorporated in, and made a part of, such grant, subject to such modifications, additions or deletions, if any, as may be specified in such grant:

I. Each of the Grantees named in such grant, and their respective successors and assigns, shall have and hold the following described easement and rights with respect to any parcel or strip of land designated, on the plat embodying such grant, as a public utility easement (each such parcel or strip being hereinafter called the "Property"):

FIRST: The perpetual right to construct, install, reconstruct, operate, maintain, alter and remove in, on, along, over, across, through and from the Property (A) underground electric power and energy transmission and distribution facilities (including, but not limited to, wires, cables, pipes, ducts, manholes, transformers, switches, fuses, junctions and appurtenant equipment), and associated aboveground pad mounted transformers, pad mounted switching and fusing equipment, junction

LIBER 3834 RELID 458

pedestals, and appurtenant enclosures and equipment; (B) underground communication wires, cables and appurtenant equipment, and associated aboveground junction pedestals, terminals, and appurtenant equipment, and (C) gas transmission and distribution facilities (including but not limited to underground gas pipes, valves, regulators and associated aboveground facilities) and appurtenant equipment;

SECOND: The perpetual right at any time, and from time to time, to clear, and keep clear, the Property of trees, shrubs, buildings and structures; and

THIRD: The perpetual right of ingress to and egress from the Property at any time, and from time to time, to the extent reasonably necessary for the exercise of the rights set forth in paragraphs FIRST and SECOND, above.

II. Each Grantee named in any such grant, by commencing the installation of facilities in, on or over the Property affected by such grant, covenants, for itself and its successors and assigns, that following the completion of any of its work in, on or over the Property it will restore the surface thereof, as nearly as reasonably practicable, to the condition existing immediately prior to the commencement of such work.

III. The Grantor(s) named in any such grant covenant(s) to warrant specially the easement and rights granted thereby, and to execute such further assurances of the same as may be requisite.

Dated: October 23, 1968.

POTOMAC ELECTRIC POWER COMPANY

By

D. C. Vaughan

Vice President
D. C. Vaughan

[Corporate Seal]

Attest

886

Secretary
T. E. O'Dea

LIBER 3834 FOLIO 459

THE CHESAPEAKE AND POTOMAC TELEPHONE
COMPANY OF MARYLAND

APPROVED AS
TO FORM

[Corporate Seal]

Attest:

By

D. R. Lang
Vice President
D. R. Lang

Fielding Woods
Secretary
Fielding Woods

WASHINGTON GAS LIGHT COMPANY

[Corporate Seal]

Attest:

By

Donald S. Bittinger
President
Donald S. Bittinger

Rodney W. Reamy
Secretary
Rodney W. Reamy

THE POTOMAC EDISON COMPANY

[Corporate Seal]

Attest:

By

Charles D. Lyon
President
Charles D. Lyon

Dale P. Zimmerman
Secretary
Dale P. Zimmerman

BALTIMORE GAS AND ELECTRIC COMPANY

[Corporate Seal]

By

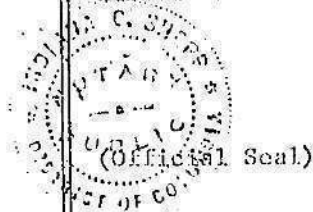
F. E. Ruger
Vice President
F. E. Ruger

A. M. Wildberger
Asst. Secretary
A. M. Wildberger

LIBER 3834 FELID 460

DISTRICT OF COLUMBIA, ss.:

On this 23rd day of October, 1968, before me, INDIANA C. SHEPP, the undersigned officer, personally appeared D. C. VAUGHAN, who acknowledged himself to be a Vice President of POTOMAC ELECTRIC POWER COMPANY, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as a Vice President.

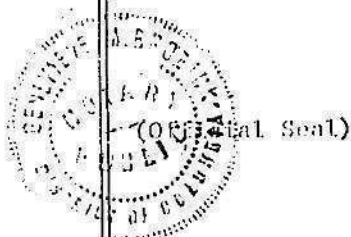


Indiana C. Shepp
Notary Public, D. C.
INDIANA C. SHEPP

My commission expires JUN 14 1970

XXXXXXXXXXXXXXXXX
DISTRICT OF COLUMBIA
XXXXXXXXXXXXX } ss.:

On this 31st day of October, 1968, before me, Genevieve M. Brozick, the undersigned officer, personally appeared D. R. Lang, who Vice acknowledged himself to be the/President of THE CHESAPEAKE AND POTOMAC TELEPHONE COMPANY OF MARYLAND, a corporation, and that Vice he, as such/President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as/President. Vice



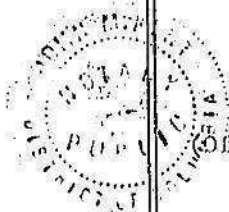
Genevieve M. Brozick
Notary Public
GENEVIEVE M. BROZICK

My commission expires June 14, 1970

LIBER 3834 FELIO 461

DISTRICT OF COLUMBIA, ss.:

On this 23rd day of October, 1968, before me,
John M. Kent, the undersigned officer, personally
appeared DONALD S. BITTINGER, who acknowledged himself to be the
President of WASHINGTON GAS LIGHT COMPANY, a corporation, and
that he, as such President, being authorized so to do, executed
the foregoing instrument for the purposes therein contained, by
signing the name of the corporation by himself as President.



(Official Seal)

John M. Kent
Notary Public, D. C.
JOHN M. KENT

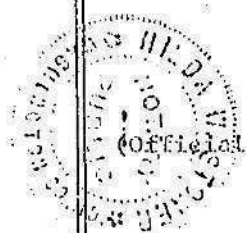
My commission expires Nov. 14, 1972

STATE OF MARYLAND

COUNTY OF Washington

} ss.:

On this 24th day of October, 1968, before
me, Hilda W. Stoner, the undersigned officer,
personally appeared CHARLES D. LYON, who acknowledged himself
to be the President of THE POTOMAC EDISON COMPANY, a corporation,
and that he, as such President, being authorized so to do,
executed the foregoing instrument for the purposes therein
contained, by signing the name of the corporation by himself as
President.



(Official Seal)

Hilda W. Stoner
Notary Public
HILDA W. STONER

My commission expires July 1, 1969

LIBER 3834 FELIO 462

STATE OF MARYLAND

CITY OF

Baltimore

ss.: }

On this 24th day of October, 1968, before
me, Ruth H. Grese, the undersigned officer,
personally appeared J. E. Rugemer, who
acknowledged himself to be a Vice President of BALTIMORE GAS
AND ELECTRIC COMPANY, a corporation, and that he, as such
Vice President, being authorized so to do, executed the fore-
going instrument for the purposes therein contained, by
signing the name of the corporation by himself as Vice President.



Ruth H. Grese
Notary Public

RUTH H. GRESE

My commission expires

July 1, 1969.

1453

*Declaration of
Terms and Provisions of
Public Utility Easements*

FILED MAR 19 1904
1897 L. 37
ADAPTED AND SURETY WAS RECORDED
IN LATER HMS FOR 3834 FELD 463
ONE OF THE LAND RECORDS OF MONTGOMERY
COUNTY MD. AND SIGNED FOR
Harold G. Smith
Date

Please record and
return by mail to:
Law Department
PSYCHOLAC ELECTRIC
POWER COMPANY
923 E Street, N. W.
Washington 4, D. C.

2, 60 04

69 NOV-5 AM10:09

CLERK'S OFFICE
MONTGOMERY COUNTY, MD

This Right of Way

Made this 24th day of October in the year
of our Lord one thousand nine hundred and sixty-nine, by and between

OTIS BEALL KENT, UNMARRIED

of the County of _____ in the State of _____, part Y
of the first part, and the WASHINGTON SUBURBAN SANITARY COMMISSION, a public corporation
of the State of Maryland, organized and existing under the laws of said State, party of the second part.

Witnesseth: That in consideration of the sum of One Dollar (\$1.00) to him in hand paid
by the party of the second part, the receipt of which is hereby acknowledged, the said part Y of the
first part do hereby grant and convey unto the said party of the second part, its successors and assigns,
the easement and right of way hereinafter described for the installation, construction, reconstruction,
maintenance, repair, operation and inspection of a sanitary sewer and appurtenances

thereto, including service connections ----- within said easement
and right of way, together with the right of ingress and egress along and over said right of way, for any
and all of such purposes; the said right of way and easement being described as follows:

Being a strip or parcel of land hereinafter described in, through, over
and across the property of the first parties hereto obtained from Frank S.
Ward, Eval L. Ward, Porter G. Ward and Margaret S. Ward by deed dated December
14, 1943, and recorded among the Land Records of Montgomery County, Maryland
in Liber 927 at Folio 210.

Beginning for the said strip or parcel of land at a point at the end of
the seventh or North 52° 45' East, 42 perch line of Parcel 2 as described in
the aforesaid deed, said point also being on the fifth or South 60° 38' 40"
West, 288.75 foot line as described in a deed from Harry Silverstein, et al,
to Washington Suburban Sanitary Commission by deed dated March 14, 1959, and
recorded among the aforesaid Land Record in Liber 2613 at Folio 593, 61.16
feet from the end thereof, and running thence reversely with and along a part
of the said North 52° 45' East, 42 perch line
South 51° 12' 04" West, true, 114.50 feet to a point on the northeasterly right
of way line of Muddy Branch Road as now laid out and existing,
said point being 15.00 feet from the existing centerline of
the said Muddy Branch Road, thence running with and along the
said northeasterly right of way line of Muddy Branch Road
48.65 feet along the arc of a curve to the left, having a radius of 300.00
feet, and a chord bearing and length of North 32° 48' 15" East,

LIBER 3916 FOLIO 239

true, 48.60 feet to a point on the sixth or South 68° 23' 40" West, 17.54 foot line of the aforesaid deed as recorded in Liber 2613 at Folio 593, thence running reversely with and along a part of the said sixth line

North 70° 36' 27" East, true, 9.00 feet to a point at the end of the aforesaid fifth or South 60° 38' 40" West, 288.75 foot line, thence running reversely with and along a part of the said fifth line

North 62° 51' 27" East, true, 61.16 feet to the place of beginning; containing 809.26 square feet or 0.0186 of an acre.

To Have and to Hold said easement and right of way for a sanitary sewer and appurtenances thereto, including service connections-- above described or mentioned and hereby intended to be granted and conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the only proper use, benefit and behoof forever of the said Washington Suburban Sanitary Commission, its successors and assigns.

And the party of the first part, for himself, his heirs and assigns, covenant and agree with the party of the second part, its successors and assigns, as follows: **FIRST:** that he will obtain the written consent of the Commission before

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 3916, p. 0240, MSA CE63-3874. Date available 01/27/2005. Print

he erect s or permit s to be erected any building or structure, or before he fill s or excavate within the above described easement and right of way. SECOND: that the party of the second part, its successors and assigns, shall at all times have right of ingress and egress over said easement and right of way for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating and inspecting the sanitary sewer and appurtenances thereto, including service connections ----- within said easement and right of way, said ingress and egress to be along the line herein designated and along such other lines as the party of the first part may designate. THIRD: that he will warrant specially said easement and right of way and will execute such further assurances thereof as may be requisite.

Witness HIS HAND AND SEAL the day and year first hereinabove written.

Witness:

John E. Russell
John E. Russell

Otis Beall Kent (SEAL)
Otis Beall Kent

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF

COUNTY OF

On this the

ss

day of

1969

, before me,
the undersigned officer, personally appeared

OTIS BEALL KENT, UNMARRIED

known to me (or satisfactorily proven) to be the person
instrument and acknowledged that
contained.

whose name subscribed to the within
executed the same for the purposes therein

In Witness Whereof, I hereunto set my hand and official seal.

John E. Russell
John E. Russell

My Commission expires

July 1-1970

STATE OF

COUNTY OF

ss

day of

19

, before me,
the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person
instrument and acknowledged that
contained.

whose name subscribed to the within
executed the same for the purposes therein

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

My Commission expires

CONTRACT NO. 69BLAS3542-D (L1148)
SKETCH NO. E-729

282 Right of Way

FROM

OTIS BEALL KENT

East of Muddy Branch Road, 2000' ±
north of Fields Road

TO
WASHINGTON SUBURBAN
SANITARY COMMISSION
221NW10

Retrieved for Record on the 5th day
of Nov. 1969, A. D. 1969,
at 10:09 o'clock A.M., and recorded in
Liber No. 3916 at Folio 238, one of
the Land Records for Montgomery Co. Md.

Howard M. Smith
Clerk.

Return to
WASHINGTON SUBURBAN
SANITARY COMMISSION
4017 Hamilton Street, Hyattsville, Md.

STATE OF
COUNTY OF

LIBER 3916 FOLIO 241

: ss

On this the

day of

, 19

, before me,

the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person
instrument and acknowledged that
contained.

whose name subscribed to the within
executed the same for the purposes therein

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

My Commission expires

STATE OF

COUNTY OF

: ss

On this the

day of

, 19

, before me,

the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person
instrument and acknowledged that
contained.

whose name subscribed to the within
executed the same for the purposes therein

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

My Commission expires

LIBER 3998 FOLIO 405

THIS RIGHT OF WAY

Made this 26th day of August, in the year of our Lord one thousand nine hundred and _____, by and between OTIS BEALL KENT, UNMARRIED of the County of Montgomery in the State of Maryland, party of the first part, and the WASHINGTON SUBURBAN SANITARY COMMISSION, a public corporation of the State of Maryland, organized and existing under the laws of said State, party of the second part.

WITNESSETH: That in consideration of the sum of One Dollar (\$1.00) to him in hand paid by the party of the second part, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, its successors and assigns, the easement and right of way hereinafter described for the installation, construction, reconstruction, maintenance, repair, operation and inspection of one or more sanitary sewers and appurtenances thereto, including service connections within said easement and right of way, together with the right of ingress and egress along and over said right of way, for any and all of such purposes; the said right of way and easement being described as follows:

Being three (3) strips or parcels of land, two (2) strips or parcels of land forty-five (45) feet wide, thirty (30) feet to the left of the baseline and fifteen (15) feet to the right of the said baseline hereinafter described in Parts I and II, and one (1) strip or parcel of land thirty (30) feet wide, fifteen (15) feet on each side of the centerline hereinafter described in Part III, in, through, over and across the property of the first party hereto obtained by four (4) deeds, the first deed from Clifton L. Tschiffely, et ux, et al, dated June 23, 1942 and recorded among the Land Records of Montgomery County, Maryland in Liber 883 at Folio 15, and the second deed from John S. Fulks, et ux, et al, dated July 27, 1942 and recorded among the aforesaid Land Records in Liber 882 at Folio 380, the third deed from William O. Dosh, et ux, et al, dated December 31, 1942 and recorded among the aforesaid Land Records in Liber 899 at Folio 285, the

CLERK'S OFFICE
MONTG. CO. MD.

1970 SEP 11 AM 10:27

SEP 11 70 PAID 9-1-9 CLK-GJ.M.C. AGS ACS 19.50

LIBER 3998 FOLIO 406

- 2 -

fourth deed from Frank S. Ward, et ux, et al, dated December 31, 1943 and recorded among the aforesaid Land Records in Liber 927 at Folio 210.

PART I

Beginning for the said baseline of the said forty-five (45) feet wide strip or parcel of land at a point on the northerly line of Part I as described in an existing Right of Way granted by Otis Beall Kent to the Washington Suburban Sanitary Commission dated January 24, 1968 and recorded among the aforesaid Land Records in Liber 3709 at Folio 32, said point being fifteen (15) feet from the easterly most corner of said northerly line and running thence

North 38° 41' 22" East, true, 60.30 feet to a point of curvature, thence 148.64 feet along the arc of a curve deflecting to the right, having a radius of 300.00 feet and a long chord bearing and distance of North 52° 53' 01.5" East, true, 147.13 feet to a point of tangency, thence

North 67° 04' 41" East, true, 223.24 feet to a point, thence

North 20° 35' 17" East, true, 627.05 feet to a point, thence

North 73° 48' 13" East, true, 294.72 feet to a point of curvature, thence 161.22 feet along the arc of a curve deflecting to the left, having a

radius of 400.00 feet and a long chord bearing and distance of North 62° 15' 35.5" East, true, 160.13 feet to a point of tangency, thence

North 50° 42' 38" East, true, 181.21 feet to a point, thence

North 79° 00' 49" East, true, 161.93 feet to a point of curvature, thence

125.55 feet along the arc of a curve deflecting to the left, having a radius of 300.00 feet and a long chord bearing and distance of North 67° 01' 29" East, true, 124.63 feet to a point of tangency, thence

North 55° 02' 09" East, true, 273.08 feet to a point, thence

North 20° 11' 23" East, true, 686.69 feet to a point, thence

North 52° 07' 11" East, true, 487.77 feet to a point, thence

LIBER 3998 FELD 407

- 3 -

North 35° 08' 50" East, true, 93.65 feet to a point on the seventh or North 50° West, 48 perch line of the aforesaid deed recorded among the aforesaid Land Records in Liber 899 at Folio 285, 51.47 feet from the end thereof, said line also being the twentieth or South 53° 07' 20" East, 792.00 foot line of a deed from Muddy Branch Corporation to Harry Koenick, Sarah B. Cohen and Allen M. Rice dated January 20, 1966 and recorded among the aforesaid Land Records in Liber 3462 at Folio 136; containing 158,627.25 square feet or 3.6416 acres.

AND ALSO:

The said party of the first part does hereby grant unto the said party of the second part the right to use two (2) additional strips or parcels of land, one (1) strip or parcel being ten (10) feet wide lying westerly and northwesterly of and adjacent, contiguous and parallel to the above described strip or parcel of land along the first four (4) lines thereof, and being fifteen (15) feet wide and lying northerly and northwesterly of and adjacent, contiguous and parallel to the above described strip or parcel of land along the fifth, sixth and seventh lines thereof, and being ten (10) feet wide and lying northerly and northwesterly of and adjacent, contiguous and parallel to the above described strip or parcel of land along the eighth, ninth, tenth and eleventh lines thereof, and being fifteen (15) feet wide and lying northerly and northwesterly of and adjacent, contiguous and parallel to the above described strip or parcel of land along the twelfth and thirteenth lines thereof, and one (1) strip or parcel being fifteen (15) feet wide lying easterly and southeasterly of and adjacent, contiguous and parallel to the above described strip or parcel of land along the first four (4) lines thereof, and being ten (10) feet wide and lying southerly and southeasterly of and adjacent, contiguous and parallel to the above described strip or parcel of land along the fifth, sixth and seventh lines thereof and being fifteen (15) feet wide and lying

LIBER 3998 FOLIO 408

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southerly and southeasterly of and adjacent, contiguous and parallel to the above described strip or parcel of land along the eighth, ninth, tenth and eleventh lines thereof, and being ten (10) feet wide and lying southerly and southeasterly of and adjacent, contiguous and parallel to the above described strip or parcel of land along the twelfth and thirteenth lines thereof, during the period of the original construction only of the first of the said sewers within the above described easement and right of way for any and all purposes pertinent thereto, including the right to trim or cut down trees during the course of original construction.

PART II

Beginning for the said baseline of the said Forty-five (45) feet wide strip or parcel of land at a point on the eleventh or North 83° 17' West, 171.46 perch line of Parcel 1 of the aforesaid deed recorded among the aforesaid Land Records in Liber 927 at Folio 210, 92.08 feet from the end thereof, said line also being the eighteenth or North 89° 40' 00" West, 1433.07 foot line of the aforesaid deed recorded among the aforesaid Land Records in Liber 3462 at Folio 136 and running thence 219.14 feet along the arc of a curve deflecting to the right, having a radius of 500.00 feet and a long chord bearing and distance of North 13° 22' 29.5" East, true, 217.39 feet to a point of tangency, thence North 25° 55' 49" East, true, 316.64 feet to a point, thence North 13° 16' 55" West, true, 480.56 feet to a point of curvature, thence 143.63 feet along the arc of a curve deflecting to the right, having a radius of 500.00 feet and a long chord bearing and distance of North 05° 03' 24" West, true, 143.07 feet to a point of tangency, thence North 03° 10' 07" East, true, 39.12 feet to a point of curvature, thence 335.25 feet along the arc of a curve deflecting to the right, having a radius of 300.00 feet and a long chord bearing and distance of North 35° 10' 56.5" East, true, 318.07 feet to a point of tangency, thence

LIBER 3998 ^{FOLIO} 409

North 67° 11' 46" East, true, 374.90 feet to a point of curvature, thence 224.87 feet along the arc of a curve deflecting to the left, having a radius of 479.52 feet and a long chord bearing and distance of North 88° 39' 38" East, true, 222.81 feet to a point of tangency, thence North 75° 13' 35" East, true, 24.39 feet to a point on the fourth or North 19° 50' 10" East, 387.00 foot line of a deed from Otis Beall Kent to Izaak Walton League of America, Inc. dated December 30, 1966 and recorded among the aforesaid Land Records in Liber 3609 at Folio 353, 175.02 feet from the beginning thereof; containing 97,130.25 square feet or 2.2298 acres.

AND ALSO:

The said party of the first part does hereby grant unto the said party of the second part the right to use two (2) additional strips or parcels of land, one (1) strip or parcel being ten (10) feet wide lying westerly and northwesterly of and adjacent, contiguous and parallel to the above described strip or parcel of land and one (1) strip or parcel being fifteen (15) feet wide lying easterly and southeasterly of and adjacent, contiguous and parallel to the above described strip or parcel of land during the period of the original construction only of the first of the said sewers within the above described easement and right of way for any and all purposes pertinent thereto, including the right to trim or cut down trees during the course of original construction.

PART III

Beginning for the said centerline of the said thirty (30) feet wide strip or parcel of land at a point on the first or South 70° 09' 50" East 336.62 foot deed line as described in a deed from Otis Beall Kent to Izaak Walton League of America, Inc., dated November 13, 1961 and recorded among the aforesaid Land Records in Liber 2919 at Folio 500, 97.42 feet from the end thereof, and running thence North 83° 02' 50" East, true, 88.75 feet to a point on the first or North 70° 09' 50" West, 608.29 foot line of a deed

LIBER 3998 FOLIO 410
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from Otis Beall Kent to The Izaak Walton League of America, Inc., dated December 28, 1965 and recorded among the aforesaid Land Records in Liber 3513 at Folio 424, 18.19 feet from the beginning thereof, containing 2,662.50 square feet or 0.0611 acres.

AND ALSO:

The said party of the first part does hereby grant unto the said party of the second part the right to use two (2) additional strips or parcels of land, one (1) strip or parcel being ten (10) feet wide lying northerly of and adjacent, contiguous and parallel to the above described strip or parcel of land and one (1) strip or parcel being five (5) feet wide lying southerly of and adjacent, contiguous and parallel to the above described strip or parcel of land during the period of the original construction only of the said sewer within the above described easement and right of way for any and all purposes pertinent thereto, including the right to trim or cut down trees during the course of original construction.

TO HAVE AND TO HOLD said easement and right of way for one or more sanitary sewers and appurtenances thereto, including service connections above described or mentioned and hereby intended to be granted and conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the only proper use, benefit and behoof forever of the said Washington Suburban Sanitary Commission, its successors or assigns.

AND the party of the first part, for himself, his heirs and assigns, covenants and agrees with the party of the second part, its successors and assigns, as follows: FIRST: that he will obtain the written consent of the Commission before he erects or permits to be erected any building or structure, or before he fills or excavates within the above described easement and right of way. SECOND: that the party of the second part, its successors and assigns, shall at all times have right of ingress and egress over said easement and right of way for the purpose of installing constructing, reconstructing, maintaining, repairing, operating and inspecting the one or more sanitary sewers and appurtenances thereto, including service connections within said

LIBER 3998 REL 411

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easement and right of way, said ingress and egress to be along the line herein designated and along such other lines as the party of the first part may designate. THIRD: that he will warrant specially said easement and right of way and will execute such further assurances thereof as may be requisite.

WITNESS HIS HAND AND SEAL the day and year first hereinabove written.

Witness:

John E. Russell
John E. Russell

Otis Beall Kent (SEAL)
Otis Beall Kent

STATE OF

:
: SS

COUNTY OF

On this the 26th day of August, 1978, before me, John E. Russell, the undersigned officer, personally appeared OTIS BEALL KENT, UNMARRIED, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he has executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

John E. Russell
John E. Russell

My Commission expires

July 1-1973



mail to:

Washington Suburban
Sanitary Commission
Hyattsville, MD,

LIBER 4592 FOLIO 574

EASEMENTS AND RIGHTS-OF-WAY ON PROPERTY OCCUPIED BY
NATIONAL BUREAU OF STANDARDS, GAITHERSBURG, MARYLAND

Made this 7th day of October, 1974,
between the United States of America, hereinafter referred to as the
Government, acting by and through the Director of the National Bureau
of Standards, and the Washington Suburban Sanitary Commission, a
public corporation of the State of Maryland, hereinafter referred to
as the Grantee:

WHEREAS, the Government is the owner in fee simple of a parcel of
land situated at Gaithersburg, Montgomery County, Maryland, which parcel
of land was acquired by the Government from John B. Diamond, et al, by
judgment dated July 1956 and recorded among the Equity Records in
Liber 104 at Folio 319 of said County in Rockville, Maryland; and

WHEREAS, the Grantee has requested the conveyance to it of an
easement for the installation, construction, repair maintenance,
reconstruction, operation and inspection of a water transmission pipeline
and appurtenances thereto, including service connections in, through and
across the said Government-owned parcel of land; and

WHEREAS, an easement and right-of-way for said water transmission
and distribution pipeline will not be detrimental to the operation of
the National Bureau of Standards (NBS) of the Department of Commerce or
adverse to the interests of the Government.

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LIVER 4592 FOLIO 575

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NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That under and by virtue of the authority delegated to me as Director of the National Bureau of Standards by the Secretary of Commerce under Public Law 87-852, approved October 23, 1962 (76 Stat. 1129; 40 U.S.C. 319-319c), the Government hereby grants to the Grantee, its successors and assigns, an easement and right of way for the installation, construction, repair, maintenance, reconstruction, operation and inspection of a water transmission and distribution pipeline and appurtenances thereto, including service connections, hereinafter referred to as the pipeline, in, through and along the following described strip of land located in the 9th Election District of said Montgomery County and constituting part of the above-mentioned Government-owned parcel of land:

A variable width easement and right of way in and through property of the Federal Government, lying and being situated in the 9th Election District of Montgomery County, Maryland, and being known as the National Bureau of Standards tract, said easement and right of way being more particularly described as follows:

Beginning at a point lying 160.00 feet radially to Baseline Station 214 + 58.36 as shown on Maryland State Roads right of way Plat No. 11352 and running thence with the southwesterly right of way line of Interstate 70-S (U.S. Route 240) as now laid out and existing

LIBER 4592 FOLIO 576

-3-

1. S.37°01'59"E. true, 147.62 feet to a point of curvature; thence
2. 2122.91 feet along the arc of a curve to the left having a radius of 11584.16 feet and a long chord bearing and distance of S.28°55'21"E. true, 2119.94 feet to a point; thence
3. Running for the following five (5) courses and distances with and along the said westerly right of way line of the interchange of Interstate 70-S (U.S. Route 240) as now laid out and existing and as shown on Maryland State Roads right of way Plat 11357, and Muddy Branch Road to a point; thence
4. S.19°19'49"E. true, 369.13 feet to a point; thence
5. S.21°39'59"E. true, 158.35 feet to a point; thence
6. S.20°59'29"E. true, 164.20 feet to a point; thence
7. S.15°28'51"W. true, 250.16 feet to a point; thence
8. S.25°16'40"W. true, 249.88 feet to a point; thence
9. S.64°43'20"E. true, 25.00 feet to a point on the westerly right of way line on Muddy Branch Road; thence
10. S.25°16'40"W. true, 35.00 feet along the westerly right of way line on Muddy Branch Road to a point; thence leaving said right of way line
11. N.64°43'20"W. true, 60.00 feet to a point; thence
12. N.25°16'40"E. true, 281.88 feet to a point; thence
13. N.15°28'51"E. true, 158.20 feet to a point of curvature; thence
14. 149.59 feet along the arc of a curve deflecting to the left having a radius of 235.00 feet and a long chord bearing and distance of N.02°45'18"W. true, 147.08 feet to a point; thence
15. N.20°59'29"W. true, 75.24 feet to a point; thence
16. N.21°39'59"W. true, 158.65 feet to a point; thence

LIBER 4592 FOLIO 577

-4-

17. N.19°19'49"W. true, 365.29 feet to a point of curvature;
thence
18. 2268.39 feet along the arc of a curve deflecting to the right
having a radius of 11,619.16 feet and a long chord bearing
and distance of N.28°33'25"W. true, 2264.79 feet to the
beginning; containing 120,726.61 square feet or 2.7715 acres of land.

In addition, the Government hereby grants to the Grantee, its successors and assigns, the right to use one (1) additional strip or parcel of land fifteen (15) feet wide, lying westerly of the 12th through 18th lines inclusive of the above described strip or parcel of land and adjacent, contiguous and parallel thereto, during the period of the original construction only of the mentioned pipeline within the above described easement and right of way for any and all purposes pertinent thereto, including the right to trim or cut down trees, during the course of original installation and construction.

All as shown on the Grantee's Drawing G243-B, a print of which is attached hereto.

THIS EASEMENT AND RIGHT OF WAY is granted subject to the following terms and conditions:

1. All work in connection with the installation, construction, repair, maintenance, reconstruction, operation and inspection of the pipeline shall be done without cost or expense to the Government, and in accordance with plans previously approved in writing by the Chief of the Plant Division, National Bureau of Standards, hereinafter

LIBER 4592 FOLIO 578

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referred to as the Coordinator, and in accordance with such conditions as he may establish.

2. The Grantee agrees that

a. The installation and construction of the pipeline will be completed not later than three (3) months following the commencement of the work except that final grading and reseeding of the areas disturbed shall be governed by the terms set forth in paragraph 3 below.

b. It will erect and maintain a four (4) foot high snow fence along the entire westerly boundary of the easement and right of way granted herein during the construction and installation of the pipeline as a protective measure to persons and property passing the work site.

c. It will remove promptly all trash, brush, trees, debris, excess earth, etc., generated by the installation, construction and other work on the pipeline.

d. It will not burn any trash, brush, debris, etc. on the NBS site.

e. It will prevent erosion of the ground during the installation and construction of the pipeline and until such time as the disturbed ground has been stabilized.

f. Ingress to and egress from the NBS site by the Grantee shall be limited to the gate or gates specified by the Coordinator.

LINER 4592 FOLIO 579

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3. Areas disturbed by the installation and construction or other work on the pipeline shall be promptly restored to their original condition by the Grantee upon completion of such work. Specifications for reseeding and sodding shall be those set forth in Section 2-22 on pages 43 and 44 of the General Specifications for Watermains, Sanitary Sewers and Storm Drains, as adopted September 30, 1968, by the Washington Suburban Sanitary Commission, which document is hereby incorporated by reference. Seed mixture shall be that designated as "Mixture B" as described in the mentioned Section 2-22. Backfilling of trenches shall be in accordance with Section 2-18 on pages 38 and 39 of the above referenced document, with the following modifications and additions - (1) the first paragraph at the top of the right hand column on page 39 is deleted - no jetting or puddling of fill or natural settlement will be permitted; (2) fill shall be placed in layers not thicker than eight (8) inches and each layer shall be compacted to the required density before the next succeeding layer is placed; (3) any future settlement of the trench shall be corrected by the Grantee, at no cost to the Government, upon notification by the Coordinator.

4. The Grantee, at no cost to the Government, shall maintain the pipeline in good condition and shall promptly make all repairs thereto which may be necessary, including repairs to any Government property which may have been damaged.

LIBER 4592 FOLIO 580

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5. The Grantee's rights hereunder shall be subject to such reasonable rules and regulations as may be promulgated by the Government to insure that the exercise of such rights shall not interfere with the activities of the NBS.

6. The Government agrees that it will not place any permanent structure on said easement and right of way; provided however, that nothing herein shall preclude the Government from placing power and telephone lines, cables, roads, water or gas pipelines, or other utilities on or across said easement and right of way.

7. In consideration for the granting of this easement and right of way, the Grantee at no cost to the Government, agrees to install a 14" branch connection, meter vault and suitable metering equipment, at a time designated by the Coordinator, to the existing water service main along Maryland Route 124. This branch will be valved and will terminate on Government property on the South side of Route 124, approximately 500 feet east of the main entrance to the site and will be suitable for future connection of the Government on-site water distribution system. Further, the Grantee will not assess or tax the Government as a result of this water main connection; however, the Government will pay the applicable meter service charge and water use rate for the metered flow as established by and between the Grantee and the Government.

LINER 4592 FOLIO 581

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8. The Grantee agrees to indemnify the Government, its officers, agents, and employees against any liability for loss, injury or damage, sustained by reason of the use of the easement premises by Grantee for its activities. Should Grantee carry liability insurance covering any such loss, injury or damage, the Government is to be named as co-insured with respect to any occurrences on the easement premises. All or any part of the easement and right of way herein granted may be terminated for failure of the Grantee to comply with any of the terms or conditions of the easement and right of way. The easement and right of way shall terminate upon abandonment of the rights granted herein or upon nonuse of such rights for a period of two (2) consecutive years.

Written notice of termination by reason of such non-compliance, abandonment, or nonuse shall be given to the Grantee, or its successors or assigns, and such termination shall be effective as of the date of the notice of termination.

9. Upon termination of the easement and right of way granted herein, if desired by the Government, the Grantee, at its expense, shall remove any or all improvements installed or constructed hereunder, and restore the premises to the same or as good condition as that which existed prior to the exercise of the Grantee of its rights hereunder, such restoration to be effected to the satisfaction of the Coordinator.


LIBER 4592 FOLIO 582

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10. If at any time the Government shall determine that continued maintenance and operation of the pipeline, or any portion thereof, as then located, constitutes an undue interference with any of the _____ Government's activities, it shall, upon twelve (12) months' written notice to the Grantee, have the right, without liability to the Grantee, to terminate the easement and right of way herein granted, in whole or in part, to the extent necessary to eliminate such interference.

11. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this instrument, or to any benefit that may arise therefrom; but this provision shall not be _____ construed to extend to this instrument if made with a corporation for its general benefit.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ 7th _____ day of _____ October _____, 1974.



Director, National Bureau of Standards
Grantor Richard W. Roberts

State of Maryland)
County of Montgomery) SS.



LIBER 4592 FOLIO 583

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The foregoing instrument was acknowledged before me this

7th day of October A.D., 1974, by Richard W. Roberts
as Director of the National Bureau of Standards, Department of Commerce.

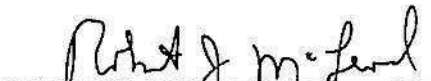
Witness my hand and official seal.


Notary Public - S.
Anna M. Condon


My commission expires July 1, 1978



Accepted with all terms hereof this 7th day of
October, 1974.

THE WASHINGTON SUBURBAN SANITARY COMMISSION


Grantee Robert J. McLeod,
General Manager

The foregoing instrument was acknowledged before me this 26th
day of August A.D., 1974, by Robert J. McLeod, General Manager
of the Washington Suburban Sanitary Commission.

Witness my hand and official seal.


Notary Public
Thomas G. Robinson


My commission expires July 1, 1978

Accepted with all terms hereof this 26th day of
August, 1974.

EASEMENT ON PROPERTY
OCCUPIED BY THE
NATIONAL BUREAU OF STANDARDS
GAITHERSBURG, MARYLAND

Made this 7th day of August, 1986, between the United States of America, hereinafter referred to as the Government, acting by and through the Director of the National Bureau of Standards (NBS), Department of Commerce, and the Montgomery County Government, Department of Transportation, Montgomery County, Maryland, hereinafter referred to as the Grantee:

WHEREAS, the Government is the owner in fee simple of two (2) parcels of land described as Parcels 1 and 2 below and situated at Gaithersburg, Montgomery County, Maryland,

WHEREAS, Parcel of land number 1 was acquired by the Government by a Declaration of Taking signed by the Administrator of General Services on July 6, 1956, and filed in condemnation proceeding Civil Docket No. 8992, July 6, 1956, in Baltimore, Maryland;

WHEREAS, Parcel of land number 2 was acquired by the Government by a Declaration of Taking at the request of the Secretary of the Army on June 15, 1954, and filed in condemnation proceeding Civil Docket No. 7458, January 6, 1956.

WHEREAS, the Grantee has requested the conveyance to it of a permanent easement on, through, and across the portion of NBS land along Muddy Branch Road as more particularly described later herein, for the reconstruction, realignment and widening of Muddy Branch Road (hereafter referred to as the construction);

WHEREAS, this construction will be a benefit to the citizens of the State of Maryland and to the employees of NBS and is also intended to be for the increased safety of all people using that section of Muddy Branch Road;

WHEREAS, an easement for said construction and for the maintenance of Muddy Branch Road will not be detrimental to the operation of NBS or adverse to the interests of the Government.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That as the Secretary of Commerce is authorized under section 15(b) of the Act of March 3, 1901, as amended (15 U.S.C. 278e(b)), to undertake the care, maintenance, protection, repair, and alteration of property used in the performance of the functions of the National Bureau of Standards and that under Public Law 87-852, dated October 23, 1962 (40 U.S.C. 319-319c), the Secretary of Commerce is authorized to grant easements for the property under the control of the Department of Commerce; and such authority

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CLIENT'S MOTION
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LIBER 8425 FOLIO 190

being delegated to me as Director of the National Bureau of Standards under section 4.01 of Department of Commerce Administrative Order 217-12, the Government hereby grants to the Grantee, its successors and assigns, a permanent easement for the reconstruction, realignment, widening and maintenance of Muddy Branch Road in, through, and along the following described strip of land located in the 9th Election District of said Montgomery County, Maryland, known as the National Bureau of Standards (NBS) tract, and constituting part of the above mentioned Government-owned parcels of land:

Parcel No. 1: Beginning at monument no. 7 on the NBS property line and thence along NBS property line bearing South 15 degrees 28 minutes 27 seconds West 250.14 feet, to a point; thence along the following courses and distances; South 25 degrees 15 minutes 12 seconds West 249.96 feet; South 64 degrees 44 minutes 48 seconds East 25 feet; and South 25 degrees 13 minutes 44 seconds West 190.40 feet, to a point; thence continuing on an arc of a circle having a radius of 258.94 feet convex eastwardly a distance of 88.88 feet, the chord of said arc being 88.44 feet bearing South 35 degrees 03 minutes 43 seconds West, to a point; thence continuing on a line bearing South 44 degrees 53 minutes 41 seconds West 589.55 feet, to a point; thence continuing on an arc of a circle having a radius of 3,804.72 feet convex southwardly a distance of 385.57 feet, the chord of said arc being 385.41 feet bearing South 47 degrees 47 minutes 53 seconds West, to a point; thence continuing on a line bearing South 50 degrees 42 minutes 04 seconds West 1,026.24 feet, to a point; thence continuing on an arc of a circle having a radius of 1,363.14 feet convex westwardly a distance of 181.83 feet, the chord of said arc being 181.70 feet bearing South 46 degrees 52 minutes 47 seconds West, to a point; thence continuing on a line South 43 degrees 03 minutes 30 seconds West 387.76 feet, to a point; thence continuing on an arc of a circle having a radius of 709.49 feet convex westwardly a distance of 248.95 feet, the chord of said arc being 247.67 feet bearing South 33 degrees 00 minutes 23 seconds West, to a point; thence continuing on a line South 22 degrees 57 minutes 15 seconds West, 529.65 feet, to a point; thence continuing on an arc of a circle having a radius of 833.51 feet convex westwardly a distance of 153.06 feet, the chord of said arc being 152.85 feet bearing South 17 degrees 41 minutes 36 seconds West, to a point; thence along the following courses and distances; South 12 degrees 25 minutes 57 seconds West 195.04 feet and South 85 degrees 30 minutes 17 West 69.98 feet, to a point; thence continuing on an arc of a circle having a radius of 4,643.66 feet convex westwardly

CLERK'S NOTATION
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LIBER 8425 FOLIO 191

a distance of 585.58 feet, the chord of said arc being 585.19 feet bearing North 19 degrees 48 minutes 20 seconds East, to a point; thence continuing on an arc of a circle having a radius of 2,621.13 feet convex westwardly a distance of 1,249.68 feet, the chord of said arc being 1,237.88 feet bearing North 37 degrees 04 minutes 37 seconds East, to a point; thence along the following courses and distances; North 50 degrees 44 minutes 07 seconds East 583.48 feet; North 39 degrees 15 minutes 53 seconds West 12 feet; North 50 degrees 44 minutes 07 seconds East 222.39 feet; and North 53 degrees 42 minutes 27 seconds East 177.91 feet, to a point; thence continuing on an arc of a circle having a radius of 3,791.55 feet convex eastwardly a distance of 1,539.57 feet, the chord of said arc being 1,529.02 feet bearing North 36 degrees 54 minutes 38 seconds East, to a point; thence continuing on an arc of a circle having a radius of 2,840.46 feet, convex eastwardly a distance 124.65 feet, the chord of said arc being 124.64 feet bearing North 24 degrees 01 minutes 14 seconds East, to a point on the NBS property line; thence continuing along said property line bearing South 20 degrees 59 minutes 41 seconds East 6.19 feet, to monument n.o. 7, on the NBS property line, containing a total area of 219,227 square feet as shown on RIGHT-OF-WAY PLAT NO.'s SEVEN, EIGHT, NINE, TEN, ELEVEN, TWELVE and THIRTEEN, MUDDY BRANCH ROAD, C.I.P. PROJECT NO. 663899, ELECTION DISTRICT NO. 9, MONTGOMERY COUNTY, MD.

Parcel No. 2: Beginning at a point on the eastward property line of the NBS Annex (formerly, NIKE Site-W2) 19.26 feet southwardly of the Northeast corner of the NBS Annex property and thence along the following courses and distances; South 18 degrees 36 minutes 53 seconds East 270.30 feet; South 18 degrees 33 minutes 31 seconds East 447.08 feet; and North 19 degrees 01 minutes 06 seconds West 602.41 feet, to a point; thence continuing on an arc of a circle having a radius of 1,205.92 feet convex westwardly a distance of 115.12 feet, the chord of said arc being 115.08 feet bearing North 16 degrees 17 minutes 01 seconds West, to the point of beginning, containing a total area of 1,818 square feet, as shown on RIGHT-OF-WAY PLAT NO.'s FOUR AND FIVE, MUDDY BRANCH ROAD, C.I.P. PROJECT NO. 663899, ELECTION DISTRICT NO. 9, MONTGOMERY COUNTY MD.

THIS EASEMENT is granted subject to the following terms and conditions:

1. All work in connection with the construction and maintenance of Muddy Branch Road shall be done without cost or expense to NBS or the Department of Commerce. The construction shall be carried out in accordance

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LIBER 8425 FOLIO 192

with Montgomery County Department of Transportation construction drawings numbers 12, 13, 15, 16, 17, 18, 19, and 20 of 61 drawings of Project No. 663899, signed by Robert C. Merryman, Chief, Division of Transportation Engineering, and Robert S. McGarry, Director, Department of Transportation, dated 5/29/86 which drawings are hereby incorporated by reference.


2. The Grantee agrees that:
 - a. This construction, utilizing property granted by this easement, shall be completed not later than three years following the commencement of the work referred to in this easement except that final grading and reseeding of the areas disturbed shall be governed by the terms set forth in paragraph 3 below:
 - b. The County and its contractors will not burn any trash, brush, debris, etc., on the NBS property but will instead remove at its expense from NBS property such trash, brush, debris, etc., resulting from construction.
3. Any areas of NBS grounds not included as part of this easement that are disturbed by the construction or other incidental or maintenance work, including paved areas, shall be promptly restored to their original condition by the Grantee upon completion of such work, at a time agreeable to the Chief of the Plant Division, NBS.
4. The Grantee, at no cost to the Government, shall maintain Muddy Branch Road in good condition and shall promptly make all repairs thereto which may be necessary, including repairs to the Government's road and other property which may have been damaged in connection with the aforementioned construction.
5. If at any time the Director of NBS shall determine that continued operation and maintenance of the reconstructed road constitutes an unreasonable interference with the scientific and technical functions of NBS, written notice thereof shall be given to the Grantee. Upon receipt of such notice, Grantee shall enter into discussions with the Director of NBS or the Director's designees to explore ways and means of eliminating such interference or to reduce it to levels acceptable to the Director of NBS. If, at the end of six months following the date of the Director's written notice to Grantee, the interference is still deemed unreasonable


CLERK'S NOTICE
Document submitted for record
in a condition not permitting
satisfactory photographic
reproduction.

LIBER 8425 FOLIO 193

by the Director of NBS, the Government shall have the right, without liability to the Government, to terminate the easement by giving thirty (30) days written notice of such intention to the Grantee subject to such rights as the Grantee might have at law.

6. The Grantee agrees to indemnify the Government, its officers, agents, and employees against any liability for loss, injury or damage, sustained by reason of the use of the easement premises by Grantee for its activities.
7. The easement shall terminate upon abandonment of the rights granted herein or upon nonuse of such rights for a period of six (6) consecutive months. Written notice of termination by reason of such abandonment or nonuse shall be given to the Grantee, or its successors or assigns, and such termination shall be effective as of the date of the notice of termination.
8. Upon termination of the easement granted herein, if desired by the Government, the Grantee, at its expense, shall remove any or all improvements installed or constructed hereunder, and restore the premises to the same or as good condition as that which existed prior to the exercise of the Grantee of its rights hereunder, such restoration to be effected to the satisfaction of the Chief of the Plant Division, NBS.


Ernest Ambler
Director
National Bureau of Standards
U. S. Department of Commerce

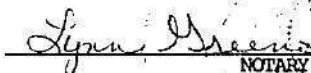

Lewis T. Roberts
Chief Administrative Officer
Montgomery County Government

STATE OF MARYLAND

COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on the 7th day of August, 1986, personally appeared Ernest Ambler, Director, National Bureau of Standards, U. S. Department of Commerce, known to me or satisfactorily proven to be said person, and he acknowledged that his execution of the foregoing easement was his voluntary deed and act.

My commission Expires July 1, 1990


NOTARY PUBLIC

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reproduction.

LIBER 8425 FOLIO 194

State of Maryland,
County of Montgomery

On this 30th day of July, 1986,
before the undersigned officer, personally appeared
Lewis T. Roberts, who acknowledged himself to be the
Chief Administrative Officer for Montgomery County,
Maryland, and that he, as such officer, being authorized
to do so, executed the foregoing instrument for the
purposes contained therein.

Carol A. Maryman
Notary Public



My Commission expires July 1, 1990

CLERK'S NOTICE
Document submitted for record
in a condition not permitting
satisfactory photographic
reproduction.

LIBER 8425 FOLIO 195

Montgomery County, Maryland

Executive Office Building

101 Monroe Street

Rockville, Maryland 20850

OFFICE OF
THE COUNTY ATTORNEY

TELEPHONE
AREA CODE 301
281-2800

Aug 19, 1988

Howard M. Smith, Clerk
Circuit Court for Montgomery
County, Maryland
Courthouse
Rockville, Maryland 20850

Re: CIP PROJECT NO. 66-3878
Muddy Branch Road
National Bureau of Standards

Dear Mr. Smith:

Please record the attached document on behalf of
Montgomery County, Maryland, and waive the usual recording fee.

Thank you for your attention to this matter.

Very truly yours,

CLYDE H. SORRELL
COUNTY ATTORNEY


Linda D. Berk
Associate County Attorney

LDB:sg
2P
Attachment

0017895 406

Parcel I.D. No.: 9-3116090

CONSERVATION EASEMENT AGREEMENT

THIS CONSERVATION EASEMENT AGREEMENT AND COVENANT ("Conservation Agreement") is made this 23rd day of February, 2000, by and between GAITHERSBURG COMMUNITY ASSOCIATES, L.L.C., a Delaware limited liability company, (hereinafter referred to as "Owner"), and the CITY OF GAITHERSBURG, MARYLAND (hereinafter referred to as the "City").

A. Owner is the owner of certain property located within with municipal boundaries of the City of Gaithersburg, Montgomery County, Maryland, and more particularly described in Exhibit "A" attached hereto and incorporated by reference into this Conservation Agreement (the "Subject Property"). The Subject Property has an approved subdivision plan, an approved site plan, and an approved forest conservation plan for a project known as "LAKELANDS, GREAT SENECA NORTH, PART 1", described in Final Site Plan Review Application L-1129, (the "Approved Plans"). These Approved Plans were approved by the Gaithersburg Planning Commission ("Planning Commission") in accordance with City laws.

B. The Planning Commission, pursuant to Chapter 22 of the City Code, "Trees and Forest Conservation," required a minimum of 90.89 acres (the "Break-even Point") to be retained in forest; for all of the Lakelands site. The 5.85777 acres of forest shown in the Approved Plans, and as described in Exhibit "A", to be retained on the Subject Property is applicable to the minimum requirement of 90.89 acres. The required remainder of forest cover is provided for under a separate agreement.

C. The Planning Commission approved the Approved Plans conditioned upon a requirement that the Subject Property be encumbered by a forest conservation easement running in favor of the City.

D. The purpose of this Conservation Agreement, and the easement and covenant established pursuant to it, is to protect existing and future forest cover, individual trees, streams and adjacent buffer areas, and wetlands and other sensitive natural

FILED
MOLLY A. RUIH
CLERK OF COURT
MONTGOMERY COUNTY, MARYLAND

00 FEB 24 P 12:15 PM

IMP. FEE \$ 2.00
RECORDING FEE 75.00
TOTAL \$ 77.00
Rest \$ 00.00 Rct \$ 335.00
MOR. AMF. BIK \$ 5390
Feb 24, 2000 12:14 PM

features, and to maintain existing natural conditions to protect plant habitats, water quality and wildlife. Furthermore, the purpose of this Conservation Agreement, and the easement and covenant established pursuant to it, includes the preservation of the natural beauty of the property subject to this easement and the prevention of any alteration or destruction that will tend to mar or detract from such natural beauty. The purpose also includes the protection and preservation of natural features on the Subject Property, consistent with the terms and conditions of the Approved Plans and applicable law.

E. The parties intend for the conditions and covenants contained within this Conservation Agreement to run with the land in perpetuity and to be binding on all subsequent owners and occupants of the Subject Property, including the City, should the City become an owner of any part of the Subject Property. The parties also intend that a servitude be placed upon the Subject Property to create a conservation benefit in favor of the City.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to the following:

1. The recitals set forth are incorporated by reference into this Conservation Agreement.

2. Owner grants to the City, in perpetuity, a conservation easement on the Subject Property, the size and location of which is described in the metes and bounds description and sketch attached to and incorporated by reference into this Conservation Agreement as Exhibit "A". The conservation easement granted pursuant to this Conservation Agreement constitutes a covenant running with title to the Subject Property and is granted to preserve, protect and maintain the general topography and natural character of the Subject Property. Owner, its successors and assigns, will abide by the following restrictions on the Subject Property:

- a. No living trees or shrubs (of any size or type) shall be cut down, removed or destroyed without a permit from the City. Dead, diseased or hazardous trees or limbs may be removed to prevent personal injury or property damage only with a permit unless the issuance of a permit is not practical in an emergency situation. Pruning of tree limbs

0017895 408

and shrubs shall be allowed upon issuance of a permit by the City Manager of Gaithersburg, Issuance of permits for allowed activities shall not be unreasonably withheld by the City.

- b. No plant materials (including, but no limited to brush saplings, undergrowth, weeds and vines) shall be mowed or cut down, dug up, removed or destroyed unless removed pursuant to the terms and conditions of a forest management plan approved by the City. Noxious weeds and exotic plants (limited to those weeds defined as "noxious" under Maryland State or City laws or regulations) may be removed as required by law. Vegetation removal shall be limited to noxious weeds and exotic plants only, and protective measures must be taken to protect nearby trees and shrubs.
- c. No mowing, agricultural activities, including vegetable gardens, or cultivation shall occur. Owner may replace dead trees or undergrowth provided that new plantings are characteristic of trees or undergrowth native to Maryland. The ground plane may be maintained with native shrubs and ground cover, native non-aggressive grasses, herbaceous material or hardwood mulch except that no mulch shall be placed on slopes with a grade greater than fifteen percent (15%).
- d. Nothing in this Conservation Agreement precludes activities necessary to implement the approved afforestation or reforestation element shown on the Approved Plans, including maintenance of afforestation/reforestation area and replacement of dead trees within such areas.
- e. The following activities may not occur at any time on the Subject Property:
 - 1. Construction, excavation or grading, except that such activities shall be permitted in order to abandon and remove any existing water and sewer lines in accordance with the Approved Plans. Any land so excavated, graded or constructed upon shall be restored to its natural pre-existing grade, condition and ground cover.

0017895 409

2. Erection of any building or structural improvements on, below or above ground, including (but no limited to) sheds, dog pens, play equipment and retaining walls.
 3. Construction of any roadway or private drive.
 4. Activities which in any way could alter or interfere with the natural ground cover or drainage unless shown on the Approved Plans.
 5. Industrial or commercial activities and the storage of any hazardous contaminants.
 6. Timber cutting, unless conducted pursuant to an approved forest management plan by the City.
 7. Location of any component of a septic system.
 8. Excavation, dredging, or removal of loam, gravel, soil, rock, sand and other materials.
 9. Diking, dredging, filling or removal of wetlands.
 10. Pasturing of livestock and storage of manure or any other soil.
- f. Notwithstanding any provision in this Conservation Agreement to the contrary, any feature shown on an Approved Plan is allowed to exist on the Subject Property including, but no limited to, pathways, utilities, water, sanitary sewer and storm drain connections, and subdivision entrance feature, to include installation, maintenance, repair and replacement of the same.
- g. No dumping of unsightly or offensive man-made materials, including trash, construction materials and debris, and no dumping of ashes, sawdust or grass clippings shall occur.

0017895 410

- h. Fences consistent with the purposes of this Conservation Agreement may be erected only after written approval from the City.
- i. All rights reserved by or not prohibited to Owner shall be exercised so as to prevent or minimize damage to the forest and trees, streams, and water quality, plant and wildlife habitats, and the natural topographic character of the Easement Area.
- j. City representatives may enter upon the Subject Property for the purpose of making periodic inspections to ascertain whether Owner has complied with the restrictions and conditions established in this Conservation Agreement. The Conservation Agreement does not restrict or enlarge access to the public in common open space held under community or homeowner association control beyond the access rights created by the association's covenants and bylaws.

3. Owner shall make specific references to this Conservation Agreement in a separate paragraph of any subsequent deed, sales contract, mortgage or other legal instrument by which any interest in the Subject Property is conveyed (including a lease agreement).

4. The approval of the Approved Plans for the Subject Property anticipated and reflected the installation of pedestrian paths. No provision in this Conservation Agreement shall prohibit the installation or required maintenance associated with these planned facilities, nor shall this Conservation Agreement prohibit the installation of additional pathways as approved by the City.

5. Nothing in this Conservation Agreement shall prevent construction or maintenance of stormwater "safe conveyance" facilities and structures and/or other utilities, on, over, or under the Subject Property, if said structures, facilities, or utilities are shown on the Approved Plans and approved by the City and all other appropriate governing agencies.

6. Nothing in this Conservation Agreement shall prevent installation of sediment control measures, grading, ground stabilization and pathway installation as shown on the Approved Plans and as required by the City.

7. Nothing in this Conservation Agreement shall prevent the mowing of stormwater management embankments as required by the City nor shall they prevent the mowing of any grass strip along the pedestrian paths within the Easement Area.

8. Markers or monuments shall be installed and maintained in order to delineate the boundaries of the conservation easement created by this Conservation Agreement. Markers shall be installed as shown on Approved Plans.

9. No failure on the part of the City to enforce any covenant or provision of this Conservation Agreement shall waive the City's right to enforce any covenant within this Conservation Agreement.

10. It is the intention of Owner and City that the provisions of this Conservation Agreement shall be enforceable by the City, by an entity known as the Lakelands Community Association. Upon finding a violation of any of the restrictions, conditions, covenants and easements established by this Conservation Agreement, the parties authorized to enforce the provisions of this Conservation Agreement shall have the right to enforce the provisions of this Conservation Agreement shall have the right to enforce such provisions in accordance with any statutory authority (including, if applicable, the imposition of civil monetary fines or penalties in amounts and by such means as may be promulgated from time to time) or by injunction or other appropriate relief in any court of competent jurisdiction, including the right to recover damages in an amount sufficient to restore the property to its original natural state, court costs and reasonable attorney fees.

0017895 412

11. All written notices required by this Conservation Agreement shall be sent to the following:

If to Gaithersburg Community Associates, L.L.C.:

Gaithersburg Community Associates, L.L.C.
c/o Natelli Communities
800 West Diamond Avenue
Suite 300
Gaithersburg, MD 20878

to City:

The City of Gaithersburg, Maryland
31 South Summit Avenue
Gaithersburg, MD 20877

12. This Conservation Agreement shall automatically expire and be of no further force and effect unless record plat or plats covering the Subject Property, and referring to this Conservation Agreement, are recorded among the Land Records of Montgomery County, Maryland within sixty (60) days from the date of recordation of this Conservation Agreement.

IN WITNESS WHEREOF, the parties have signed this Conservation Agreement on the day and year indicated above.

ATTEST/WITNESS:

GAITHERSBURG COMMUNITY ASSOCIATES, L.L.C.,
A Delaware limited liability company
By: NGO, L.L.C.,
a Maryland limited liability company
By: Natelli Communities Limited Partnership, Member
By: Natelli Communities, Inc., general partner

Jennifer L. Higgs
JENNIFER L. HIGGS, witness

By: Thomas A. Natelli
Thomas A. Natelli, President

Carol A. Capper
Carol A. Capper, witness

CITY OF GAITHERSBURG

By: David B. Humpton
David B. Humpton, City Manager

STATE OF MARYLAND :
 :
 COUNTY OF Montgomery : ss.

I HEREBY CERTIFY that on this 11th day of FEBRUARY, 2000, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thomas A. Natelli, president of Natelli Communities, Inc., and acknowledged the foregoing instrument to be his act.

WITNESS my hand and official seal.

Jan Jay Fellenz
 Notary Public

My Commission Expires: 9-1-00

STATE OF MARYLAND :
 :
 COUNTY OF : ss.

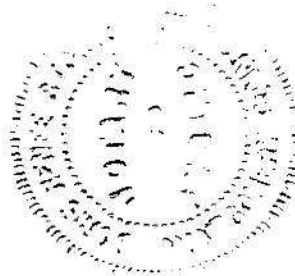
I HEREBY CERTIFY that on this 24th day of February, 2000, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared David B. Hampton of The City of Gaithersburg, Maryland and acknowledged the foregoing instrument to be the act of the City of Gaithersburg, Maryland.

WITNESS my hand and official seal.

Doris R. Stokes
 Notary Public

My Commission Expires: March 13, 2000

Doris Renee Stokes
 Notary Public State of Maryland
 County of Montgomery
 My Commission Expires March 13, 2000



PARCEL I.D. NO.: 9-3116090

OWNER: GAITHERSBURG COMMUNITY
ASSOCIATES, L.L.C.
C/O NATELLI COMMUNITIES
806 WEST DIAMOND AVENUE
SUITE 300
GAITHERSBURG MARYLAND 20878

CITY: CITY OF GAITHERSBURG
31 SOUTH SUMMIT AVE
GAITHERSBURG, MD 20877

STREET ADDRESS: N/A

After recording please see that the original of the foregoing instrument is mailed (additional \$0.50 cost)

To: Rodgers & Associates, Inc.
P.O. Box 1532
Rockville, Maryland 20849
Attn: Timothy Quinn

654-AC
RAY

EXHIBIT "A"

DESCRIPTION OF
A CONSERVATION EASEMENT
ACROSS THE PROPERTY OF
GAITHERSBURG COMMUNITY ASSOCIATES, L.L.C.
CITY OF GAITHERSBURG
(9TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

Being three strips or parcels of land running in, through, over and across part of the property conveyed to Gaithersburg Community Associates, L.L.C., a Delaware Limited Liability Company, from National Geographic Society, a District of Columbia Non-Profit Corporation, by a deed dated August 30, 1995, and recorded among the Land Records of Montgomery County, Maryland in Liber 13602 at Folio 332 and being more particularly described as follows:

PART ONE:

Beginning for the same at a point at the beginning of the thirteenth (13th) or South 59° 13' 17" East, 696.91 foot deed line of Part Two (East Parcel) as described in the aforesaid deed recorded in Liber 13602 at Folio 332; thence running with part of said 13th deed line and binding on the southerly outline of Parcel A, Block A, as shown on a plat of subdivision entitled "PARCEL A, BLOCK A, TIMBERBROOK" and recorded among the aforesaid Land Records in Plat Book 172 as Plat 19294 the following course and distance

1. South 59° 13' 17" East, 215.39 feet to a point; thence leaving said deed line and running across Part Two (East Parcel) as described in said deed recorded in Liber 13602 at Folio 332 the following six (6) courses and distances

2. South 19° 24' 28" West, 35.70 feet to a point; thence
3. South 59° 13' 17" East, 110.86 feet to a point; thence
4. South 29° 53' 02" West, 73.51 feet to a point; thence
5. South 88° 44' 56" West, 236.42 feet to a point; thence
6. 251.51 feet along the arc of a curve deflecting to the left, having a radius of 1762.02 feet (chord: North 16° 31' 46" West, 251.30 feet) to a point; thence
7. North 69° 22' 53" East, 81.25 feet to the Point of Beginning; containing 55329 square feet or 1.27017 acres of land, more or less.

PART TWO:

Beginning for the same at a point on the thirteenth (13th) or South 59° 13' 17" East, 696.91 foot deed line of Part Two (East Parcel) as described in the aforesaid deed recorded in Liber 13602 at Folio 332, distant 368.75 feet from the beginning thereof; thence running with part of said 13th deed line and part of the 14th deed line of Part Two (East Parcel) and binding on the southerly outline of Parcel A, Block A, as shown on a plat of subdivision entitled "PARCEL A, BLOCK A, TIMBERBROOK" and recorded among the aforesaid Land Records in Plat Book 172 as Plat 19294 the following two (2) courses and distances

1. South 59° 13' 17" East, 328.16 feet to a point; thence
2. South 89° 26' 10" East, 615.56 feet to a point; thence leaving said 14th deed line and running across Parcel Two (East Parcel) the following course and distance

3. South 00° 33' 50" West, 140.02 feet to the beginning of the twentieth (20th) or South 88° 44' 56" West, 700.00 foot deed line of Part Two (East Parcel) as described in the aforesaid deed recorded in Liber 13602 at Folio 332; thence running with the said 20th deed line and binding on the northerly outline of the property acquired by the United States of America in Civil Case Nos. 7458 and 8378 the following course and distances
4. South 88° 44' 56" West, 700.00 feet to a point; thence leaving said 20th deed line and running across Parcel Two (East Parcel) the following three (3) courses and distances
5. North 09° 41' 38" East, 103.18 feet to a point; thence
6. North 59° 13' 17" West, 298.65 feet to a point; thence
7. North 29° 53' 02" East, 86.20 feet to the Point of Beginning; containing 128868 square feet or 2.95839 acres of land, more or less.

PART THREE:

Beginning for the same at a point on the thirty-first (31st) or North 89° 32' 56" West, 1940.02 foot deed line of Part Two (East Parcel) as described in the aforesaid deed recorded in Liber 13602 at Folio 332, distant 1139.92 feet from the beginning thereof; thence running with part of said 31st deed line and binding on the northerly lines of 2 plats of subdivision entitled "AMBERFIELD" and recorded among the aforesaid Land Records in Plat Book 131 as Plat No. 15257 and Plat Book 136 as Plat No. 15739; the following course and distance

0017895 418

1. North 89° 32' 56" West, 749.62 feet to a point; thence leaving said 31st deed line and running across Parcel Two (East Parcel) the following seven (7) courses and distances
2. 72.75 feet along the arc of a curve deflecting to the right, having a radius of 2166.83 feet (chord: North 06° 39' 08" West, 72.74 feet) to a point; thence
3. 47.76 feet along the arc of a curve deflecting to the left, having a radius of 366.00 feet (chord: North 72° 44' 09" East, 47.73 feet) to a point; thence
4. 82.71 feet along the arc of a curve deflecting to the left, having a radius of 255.00 feet (chord: North 59° 42' 17" East, 82.35 feet) to a point; thence
5. 65.70 feet along the arc of a curve deflecting to the left, having a radius of 178.00 feet (chord: South 78° 58' 30" East, 65.33 feet) to a point; thence
6. South 89° 32' 56" East, 218.34 feet to a point; thence
7. South 00° 27' 04" West, 41.82 feet to a point; thence
8. South 89° 32' 56" East, 359.82 feet to a point; thence binding on the westerly or North 00° 27' 04" East, 80.00 foot line of Parcel 1A as shown on a plat of subdivision entitled "AMBERFIELD - PARCEL 1A - MUDDY BRANCH SQUARE" and recorded among the aforesaid Land Records in Plat Book 187 as Plat No. 20633 the following course and distance

0017895 419

9. South 00° 27' 04" West, 75.00 feet to the Point of Beginning; containing 70968 square feet or 1.62921 acres of land, more or less.

This description has been prepared by Rodgers and Associates, Inc., Job No. 654-AC and is in the datum of the Washington Suburban Sanitary Commission.

\\compaq1\projdocs\654ac\survey\conservation easement agreement.doc

LIBER FOLIO
0017895 420

NOTE:
THE NUMBERED COURSES ON THIS SKETCH
CORRESPOND WITH THE NUMBERED COURSES
IN THE DESCRIPTION ATTACHED HERETO.

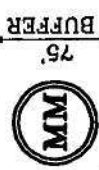
PART ONE
CONSERVATION EASEMENT
55329 S.F. OR 1.27017 AC.

PARCEL A
TIMBERBROOK
P.B.172 P.NO.19294

THE THIRTEENTH (13th) OR 559'13'17"E, 696.91 FOOT
DEED LINE OF PART TWO, (EAST PARCEL), L.13602 F.332

30' TEMP. GRADING EASEMENT
L.12717 F.578

WSSC EASEMENT
PLAT 37 - LAKELANDS
GREAT SENECA NORTH



PARCEL L

SKETCH OF A
CONSERVATION EASEMENT
PART ONE

ACROSS THE PROPERTY OF
GATHERSBURG COMMUNITY ASSOCIATES, L.L.C.
MONTGOMERY COUNTY, MARYLAND
SCALE: 1" = 100' JANUARY, 2000

JOB NO.: 654AC

P.O.B.
GATHERSBURG
COMMUNITY ASSOCIATES, L.L.C.
L.13602 F.332

WSSC EASEMENT
SLOPE EASEMENT
MONT. CO.
R/W PLATS
137-139
L.9680 F.62

PARCEL N

PARCEL H

PARCEL K

PLAT 37 - LAKELANDS
GREAT SENECA NORTH

PARCEL E

GREAT SENECA HIGHWAY
(150' R/W)

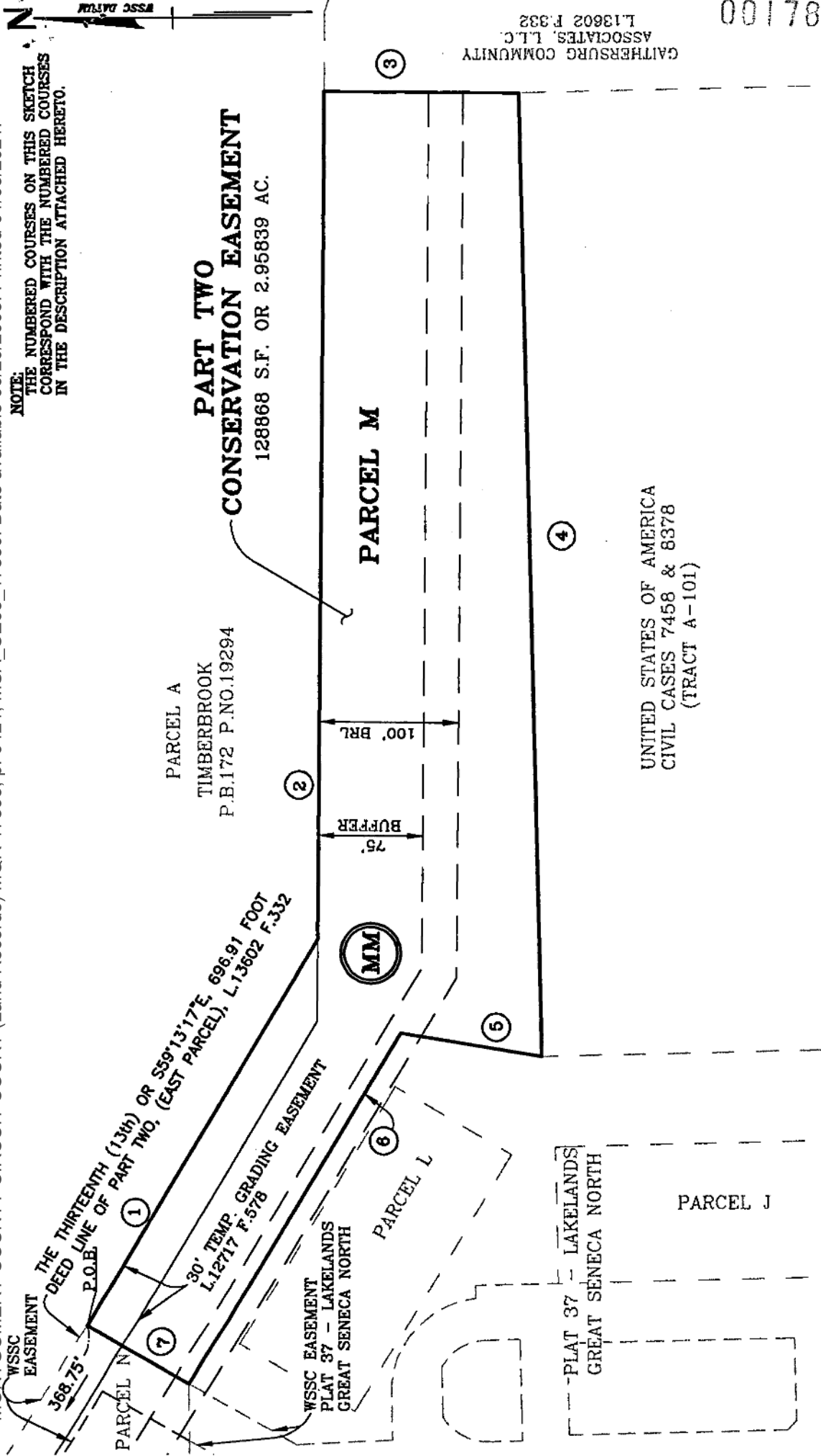
MONT. CO. R/W PLAT FILE NUMBERS 137 -139

DRAINAGE
EASEMENT
MONT. CO.
R/W PLATS
137-139
L.9680 F.62

10' P.U.E.

R&A
LAND USE EVALUATION • PLANNING
CIVIL ENGINEERING • SURVEYING
NATURAL RESOURCES
RODGERS & ASSOCIATES, INC.
9250 GANTHER ROAD (301) 948-4700 GATHERSBURG
GATHERSBURG, MD. 20877 (301) 263-6608 FRIDERICK

NOTE:
THE NUMBERED COURSES ON THIS SKETCH
CORRESPOND WITH THE NUMBERED COURSES
IN THE DESCRIPTION ATTACHED HERETO.



GAITHERSBURG COMMUNITY ASSOCIATES, L.L.C. L13602 F.332

0017895 421

SKETCH OF A
CONSERVATION EASEMENT
PART TWO

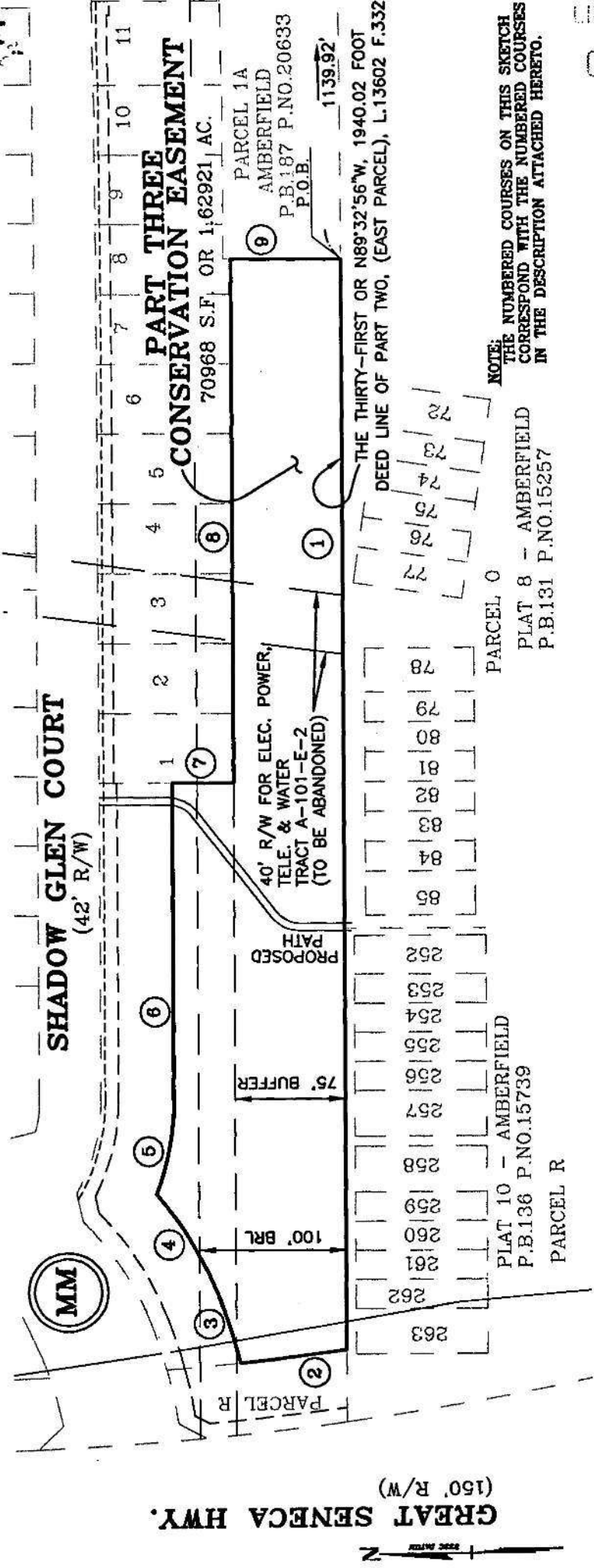
ACROSS THE PROPERTY OF
GAITHERSBURG COMMUNITY ASSOCIATES, L.L.C.
MONTGOMERY COUNTY, MARYLAND
SCALE: 1" = 100' JANUARY, 2000

JOB NO.: 654AC

R&A
LAND USE EVALUATION • PLANNING
CIVIL ENGINEERING • SURVEYING
NATURAL RESOURCES

RODGERS & ASSOCIATES, INC.
9280 GAITHER ROAD
GAITHERSBURG, MD. 20877

(301) 948-4700 GAITHERSBURG
(301) 253-6609 FREDERICK
(301) 948-6256 FAX



LIBER 0017895 422 FOLIO

SKETCH OF A
CONSERVATION EASEMENT
PART THREE

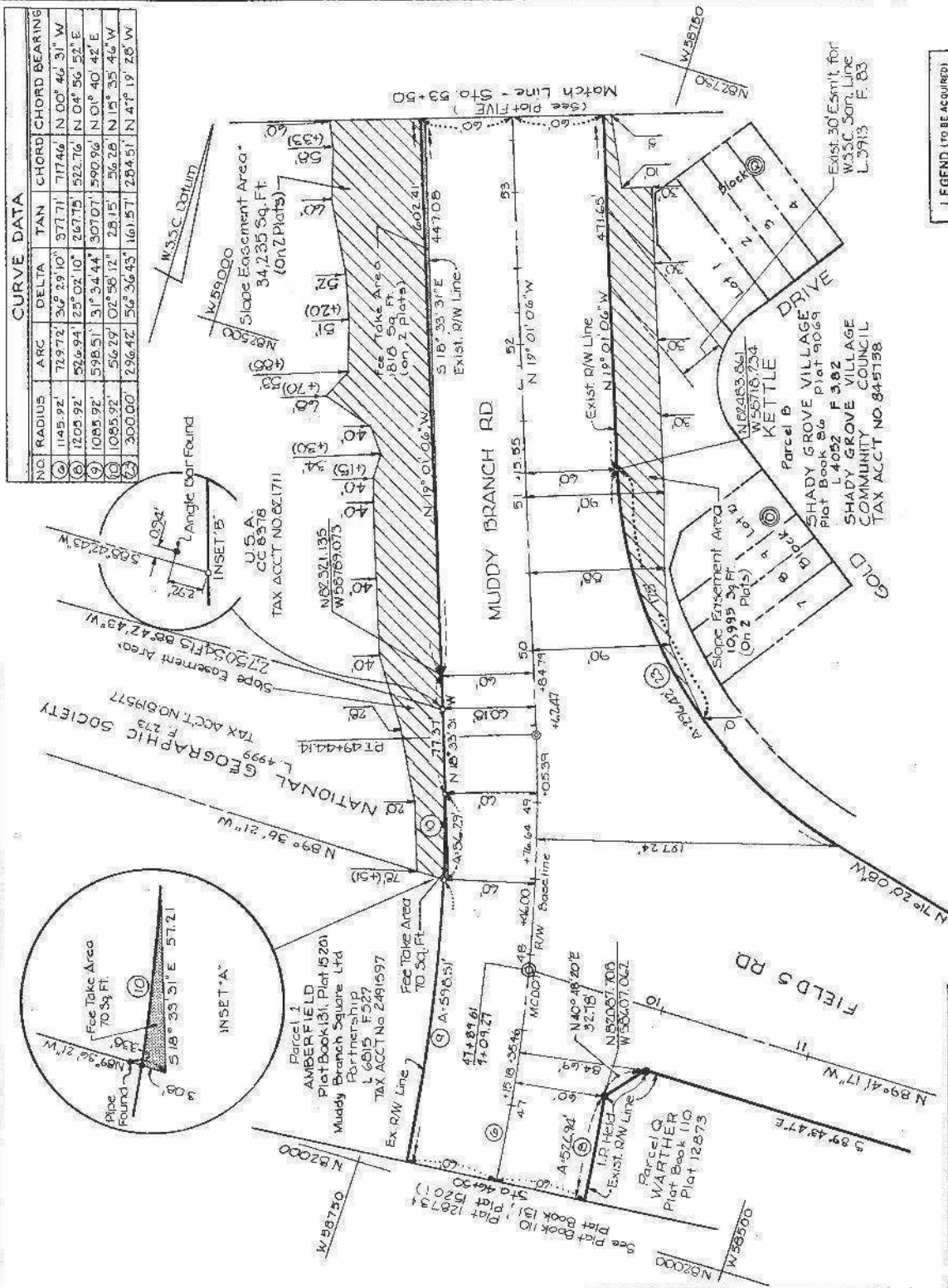
ACROSS THE PROPERTY OF
GATHERSBURG COMMUNITY ASSOCIATES, L.L.C.
MONTGOMERY COUNTY, MARYLAND
SCALE: 1" = 100' JANUARY, 2000

JOB NO.: 654AC

R&A
LAND USE EVALUATION • PLANNING
CIVIL ENGINEERING • SURVEYING
NATURAL RESOURCES

RODGERS & ASSOCIATES, INC.
9260 GAITHER ROAD
GAITHERSBURG, MD. 20877
(301) 948-4700 GAITHERSBURG
(301) 263-6606 FREDERICK
(301) 948-6266 FAX

CURVE DATA					CHORD BEARING	
NO.	RADIUS	ARC	DELTA	TAN	CHORD	CHORD BEARING
1	145.92'	72° 29' 10"	371.71'	717.46'	N 00° 46' 31" W	
2	1205.92'	58° 04' 12"	267.15'	522.76'	N 04° 56' 52" E	
3	1085.92'	59° 51' 31"	307.07'	590.96'	N 01° 40' 42" E	
4	1085.92'	56° 29' 02"	281.15'	56.28'	N 15° 35' 44" W	
5	300.00'	72° 42' 56"	161.57'	284.51'	N 47° 19' 28" W	



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS CORRECT, THAT IT IS A PLAN OF RIGHT-OF-WAY FOR THE RECONSTRUCTION OF MUDDY BRANCH ROAD, ELECTION DISTRICT NO. 9, MONTGOMERY COUNTY, MARYLAND, THAT IT IS BASED ON A FIELD SURVEY, AND THAT IT DELINEATES THE LAND TO BE ACQUIRED BY MONTGOMERY COUNTY IN CONNECTION WITH THIS ROAD IMPROVEMENT.

I FURTHER CERTIFY THAT IRON PIPES SHOWN THIS "O" AND MONUMENTS SHOWN THIS "C" WILL BE SET WHERE INDICATED HEREON IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 50-244 OF THE 1972 MONTGOMERY COUNTY CODE.

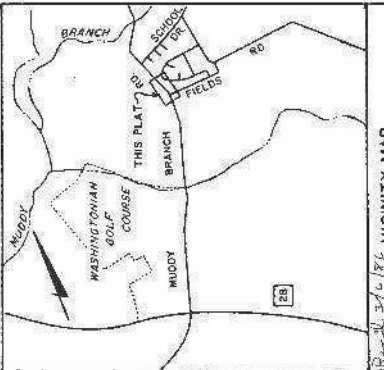
DATE: 2/25/86

Edward F. Kelly
 EDWARD F. KELLY
 REGISTERED PROPERTY LINE SURVEYOR
 MD. REG. NO. 159



PREPARED BY
 THE WILSON T. BALLARD COMPANY
 CONSULTING ENGINEERS
 OWINGS MILLS, MARYLAND

RIGHT-OF-WAY PLAT
MUDDY BRANCH ROAD
 CIP PROJECT NO. 663899
 ELECTION DISTRICT NO. 9
 MONTGOMERY COUNTY, MD.



MSA C54 2134-265

RIGHT-OF-WAY PLAT FILE NO. 92

CURVE DATA					
NO.	RADIUS	ARC	DELTA	TAN	CHORD
1	1145.92'	472.83'	25°36'29"	239.83'	469.48'
2	1210.592'	115.12'	05°28'11"	57.60'	115.08'
3	1210.592'	9.73'	00°21'44"	4.86'	9.73'
4	1210.592'	270.76'	12°51'51"	135.95'	270.19'
5	1085.92'	78.78'	04°09'23"	39.40'	78.76'
6	1085.92'	393.17'	20°44'41"	198.76'	391.03'
7	1145.92'	472.83'	25°36'29"	239.83'	469.48'
8	1210.592'	115.12'	05°28'11"	57.60'	115.08'
9	1210.592'	9.73'	00°21'44"	4.86'	9.73'
10	1210.592'	270.76'	12°51'51"	135.95'	270.19'
11	1085.92'	78.78'	04°09'23"	39.40'	78.76'
12	1085.92'	393.17'	20°44'41"	198.76'	391.03'

NATIONAL GEOGRAPHIC
Storm Drainage
Easement Area
6730 Sq. Ft.

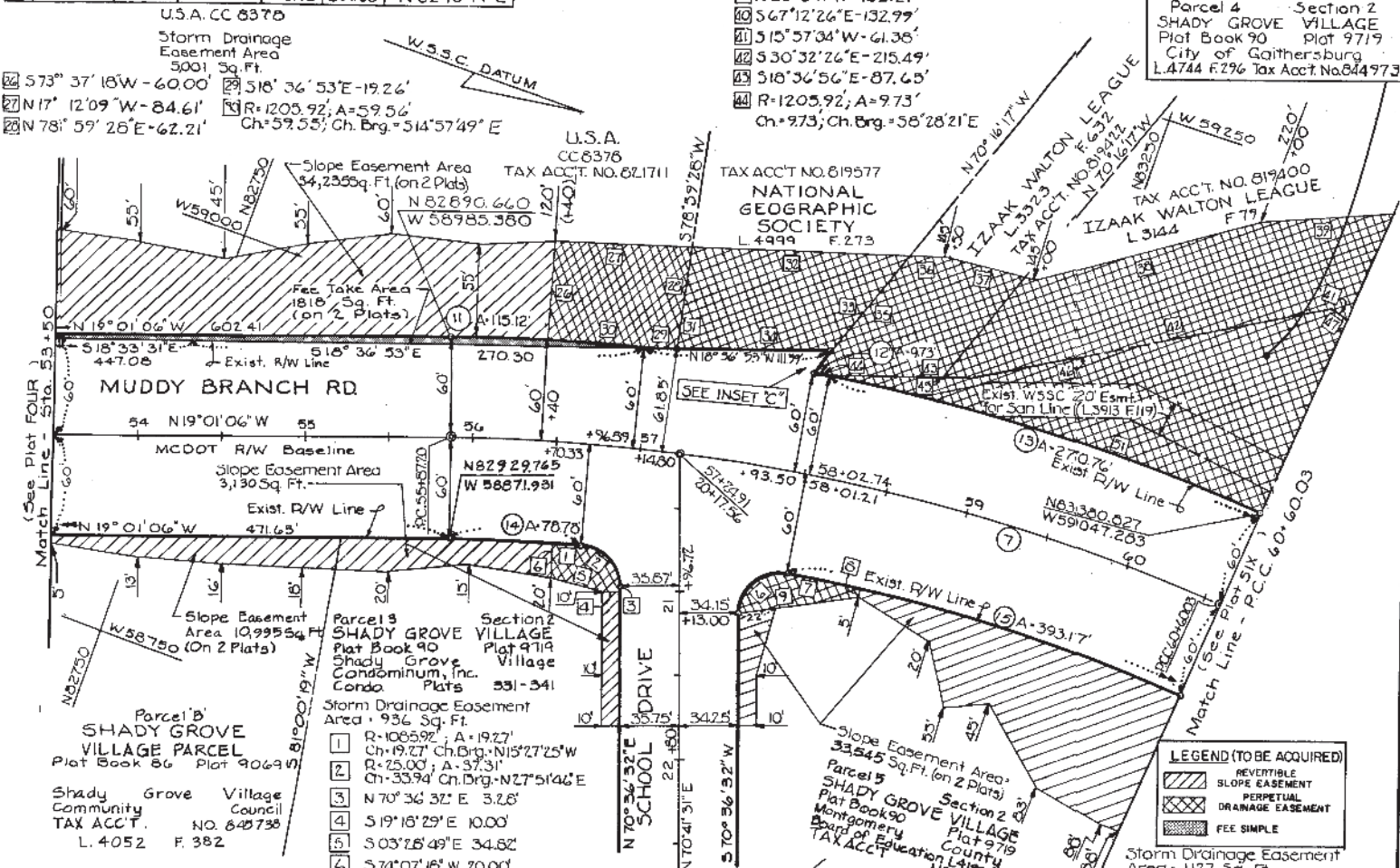
51 578°59'28"W-62.21'
52 N17°12'09"W-130.37'
53 570°16'17" E-74.52'
54 518°36'53"E-92.35'

IZAIAK WALTON LEAGUE
Storm Drainage
Easement Area
24831 Sq. Ft.

55 N70°16'17"W-91.46'
56 N17°12'09"W-20.30'
57 N4°37'42"W-56.32'
58 N33°45'48"W-138.00'
59 N23°2'11"W-182.21'
60 567°12'26"E-132.99'
61 515°57'34"W-61.38'
62 530°32'26"E-215.49'
63 518°36'56"E-87.65'
64 R=1205.92'; A=9.73'
Ch=973'; Ch. Brg.=58°28'21"E

CITY OF GAITHERSBURG
Storm Drainage
Easement Area
57109 Sq. Ft.

65 N18°36'56"W-87.65'
66 N30°32'26"W-215.49'
67 N15°57'34"E-61.38'
68 N67°12'26"W-132.99'
69 N51°20'33"E-349.46'
70 R=4643.66'; A=329.71'
Ch=329.66'; Ch. Brg.=50°51'22"W
71 R=1205.92'; A=270.76'
Ch=270.19'; Ch. Brg.=50°48'33"E



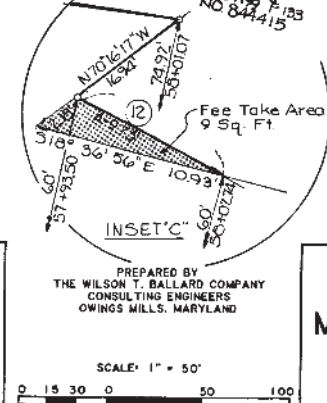
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS CORRECT, THAT IT IS A PLAN OF RIGHT-OF-WAY FOR THE RECONSTRUCTION OF MUDDY BRANCH ROAD, ELECTION DISTRICT NO. 9, MONTGOMERY COUNTY, MARYLAND, THAT IT IS BASED ON A FIELD SURVEY, AND THAT IT DELINEATES THE LAND TO BE ACQUIRED BY MONTGOMERY COUNTY IN CONNECTION WITH THIS ROAD IMPROVEMENT.

I FURTHER CERTIFY THAT IRON PIPES SHOWN THUS AND MONUMENTS SHOWN THUS WILL BE SET WHERE INDICATED HEREON IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 50-24a OF THE 1972 MONTGOMERY COUNTY CODE.

DATE: 2/25/86

Edward F. Kelly
EDWARD F. KELLY
REGISTERED PROPERTY LINE SURVEYOR
MD. REG. NO. 159

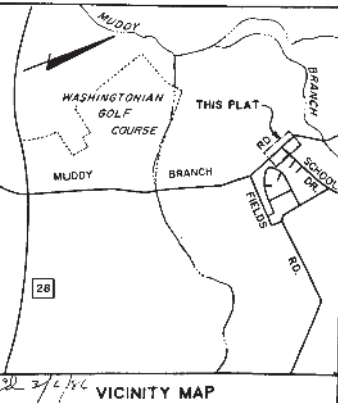


PREPARED BY
THE WILSON T. BALLARD COMPANY
CONSULTING ENGINEERS
OWINGS MILLS, MARYLAND

SCALE: 1" = 50'

0 15 30 0 50 100

RIGHT-OF-WAY PLAT
PLAT FIVE
MUDDY BRANCH ROAD
C.I.P. PROJECT NO. 663899
ELECTION DISTRICT NO. 9
MONTGOMERY COUNTY, MD.



MSA CSU 2134-264

0019147 532

DECLARATION OF EASEMENT FOR TREE MAINTENANCE

THIS DECLARATION OF EASEMENT FOR TREE MAINTENANCE ("Easement") is made this 1st day of MAY, 2001, by and between the National Institute of Standards and Technology, ("Declarant") and Lakelands Ridge Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Montgomery County, Maryland, described on Exhibit "A" attached hereto and incorporated herein (the "NIST Property"); and

WHEREAS, the Association is the owner of certain common area parcels of real property adjoining the NIST Property and its members are the owners of the residential subdivided lots which adjoin the NIST Property (the property owned by the Association and its members, hereinafter, the "Community"); and

WHEREAS, Section 10.3 of the Declaration of Covenants, Conditions and Restrictions, Lakelands Ridge Homeowners Association, dated June 21, 2000 and recorded among the Land Records of Montgomery County, Maryland in Liber 18640, folio 080 provides, in pertinent part, that the Association shall maintain, if required by any easement or agreement to which the Association is a party or a beneficiary, or its Members are beneficiaries, the area described in such easement or agreement; and

WHEREAS, with the permission of NIST, the developer of the Community has planted, upon the NIST Property, certain trees (the "Trees") which are to be owned, maintained and replaced, as necessary, by the Association; and

WHEREAS, Declarant desires to grant a non-exclusive easement over that portion of the NIST Property upon which the Trees have been planted (the "Easement Area"), for the benefit of the Association for the maintenance and care of the trees located therein.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant hereby subjects the Easement Area to the following provisions:

1. A non-exclusive easement for the maintenance and care of the Trees is hereby created over the Easement Area for the benefit of the Association, subject to the terms hereinafter set forth.

RECORDING FEE 20.00
 IMP FD SHARE \$ 5.00
 TOTAL 25.00
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2. This grant of easement shall run with the land and shall be binding on NIST, its successors and assigns, and shall inure to the benefit of, and shall be binding on the Association, its successors and assigns.

3. The property within the Easement Area will be used by the Association only for the maintenance and care of the Trees and for no other purpose. No person acting on behalf of, or at the behest of the Association shall enter onto the Easement Area unless such entry is for the sole purpose of maintaining, removing or replacing the Trees.

5. The Association shall be responsible to maintain, repair and replace, as it deems necessary, in its reasonable discretion, the Trees within the Easement Area, all at its sole cost and expense.

6. Notwithstanding anything herein to the contrary, neither the Association, nor its members shall disturb any of the public utility lines within the Easement Area and no improvements shall be constructed and no grading, excavating or other activity shall be performed within the Easement Area.

7. The maintenance and replacement of the Trees shall only be performed only by licensed companies which perform such maintenance and replacement as their primary commercial activity.

8. The Association shall indemnify NIST against all liability for injury to itself, its employees or contractors, or for damage to its property, or to others or their property, when such injury or damage shall result from, arise out of, or be attributable to, any action undertaken by the Association in accordance with the terms of this Easement.

9. In the event that the Association does not, in the reasonable judgment of NIST, properly maintain the Trees, or remove and/or replace any of the Trees which are damaged or destroyed, NIST shall have the right, but not the obligation, to maintain, remove or replace such Trees. Provided that NIST has given notice to the Association of its intention to effect such maintenance, removal or replacement, and has afforded the Association a period of fifteen (15) days to effect such maintenance, removal or replacement, NIST may charge the cost of such maintenance, removal or replacement to the Association.

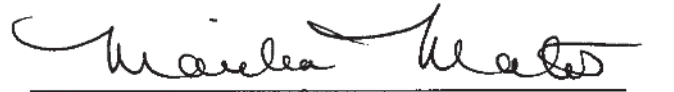
IN WITNESS WHEREOF, the Declarant and the Association have executed and acknowledged this Easement, on the day and year first above written.

0019147 534


WITNESS:

NATIONAL INSTITUTE OF STANDARDS AND
TECHNOLOGY

BY:

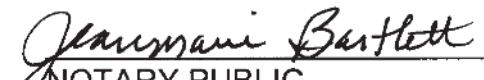

Marilia Matos Printed Name
Deputy Director Adminis. TitleLAKELANDS RIDGE HOMEOWNERS
ASSOCIATION, INC.

BY:


~~Stephen A. Eckert~~, President
CHARLES F. SULLIVANSTATE OF Maryland, Frederick COUNTY, to wit:

I HEREBY CERTIFY that on this 24th day of April, 2001, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Before me, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within and foregoing Declaration of Easement for Tree Maintenance and acknowledged that (s)he is the Deputy Director of Adminis. of the National Institute of Standards and Technology, and that (s)he, being authorized so to do, executed the same, for the purposes therein contained, by signing his/her name as Marilia Matos thereof and further acknowledged, in his capacity as Deputy Director of Administration, the same to be the free act (and deed) of the National Institute of Standards and Technology.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC
Jeanmarie Bartlett
Printed Name

My Commission Expires:

July 1, 2002

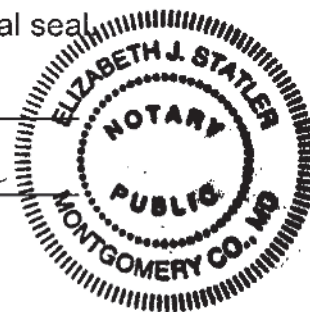
0019147 535

STATE OF MARYLAND, MONTGOMERY COUNTY, to wit:

I HEREBY CERTIFY that on this 1st day of MAY, 2001, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ~~STEPHEN A. ECKERT~~ ^{CHARLES SULLIVAN}, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within and foregoing Declaration of Easement for Tree Maintenance and acknowledged that he is the President of Lakelands Ridge Homeowners Association, Inc., and that he, being authorized so to do, executed the same, for the purposes therein contained, by signing his name as President thereof, and further acknowledged, in his capacity as President, the same to be the free act (and deed) of Lakelands Ridge Homeowners Association, Inc.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

Elizabeth J. Statler
 NOTARY PUBLIC
ELIZABETH J. STATLER
 Printed Name



My Commission Expires 10/1/04

ATTORNEY'S CERTIFICATE

THIS IS TO CERTIFY that the undersigned is a member, in good standing, of the Bar of the Court of Appeals of Maryland, and that the within instrument was prepared by her or under her supervision.

Donna M. McMillan
 Donna M. McMillan

Tax Identification No. 9- 00821711

0019147 536

April 5, 2001

Page 1 of 3

654AC2

GEN

04/05/01

DESCRIPTION OF A
10' LANDSCAPE MAINTENANCE EASEMENT
NIST PROPERTY
CITY OF GAITHERSBURG
MONTGOMERY COUNTY, MARYLAND

Being a strip or parcel of land running in, through, over and across Tract A-101; being a part of the property acquired by the United States of America by Civil Case No. 7458 and No. 8378 in the United States District Court for the District of Maryland, and being more particularly described as follows:

Beginning for the same at a point at the end of the fourth or South 06° 42' 45" West, 193.00 foot line of Tract No. A-101, as described in the aforesaid Civil Case No. 7458, said point also being the northerly end of the North 01° 15' 04" West, 193.00 foot plat line as shown on a plat of subdivision entitled "PLAT 36 - LAKELANDS" and recorded among the Land Records of Montgomery County, Maryland in Plat Book 197 as Plat No. 21375; thence running with said fourth line and said plat line

1. South 01° 15' 04" East, 193.00 feet to a point; thence running with the fifth or North 83° 17' 15" West, 554.00 foot line of said Tract No. A-101 and the northerly lines of said Plat 36 - Lakelands and Plat 35 - Lakelands, said Plat 35 recorded among the Land Records of Montgomery County, Maryland in Plat Book 197 as Plat No. 21374
2. South 88° 44' 56" West, 554.00 feet to a point; thence running with a portion of the sixth or North 06° 42' 45" East, 189.00 foot line of said Tract No. A-101 and continuing with the northerly lines of said Plat 35 - Lakelands

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April 5, 2001

Page 2 of 3

3. North 01° 15' 04" West, 119.00 feet to a point at the end of the South 06° 42' 45" West, 70.00 foot line of Tract No. A-101-3, as described in the aforesaid Civil Case No. 8378; thence running with the second or North 83° 17' 15" West, 179.00 foot of said Tract No. A-101-3 and the northerly lines of Plat 35 -Lakelands and a portion of the northerly lines of Plat 34 - Lakelands, said Plat 34 - Lakelands recorded among the Land Records of Montgomery County, Maryland in Plat Book 197 as Plat No. 21373
4. South 88° 44' 56" West, 179.00 feet to a point; thence running with the North 06° 42' 45" East, 70.00 foot line of said Tract No. A-101-3 and the eighth or North 06° 42' 45" East, 415.00 foot line of said Tract No. A-101 and the easterly lines of Plat 51 - Lakelands, said Plat 51 - Lakelands recorded among the Land Records of Montgomery County, Maryland as Plat No. 21503
5. North 01° 15' 04" West, 485.00 feet to a point; thence running with a portion of the ninth or South 83° 17' 15" East, 700.00 foot line of said Tract No. A-101
6. North 88° 44' 56" East, 10.00 feet to a point; thence running across the property of the United States of America the following six (6) courses and distances
7. South 01° 15' 04" East, 475.00 feet to a point; thence
8. North 88° 44' 56" East, 179.00 feet to a point; thence
9. South 01° 15' 04" East, 119.00 feet to a point; thence
10. North 88° 44' 56" East, 534.00 feet to a point; thence

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April 5, 2001

Page 3 of 3

11. North 01° 15' 04" West, 183.00 feet to a point; thence
12. North 88° 44' 56" East, 10.00 feet to the Point of Beginning; containing 15100 square feet or 0.34665 acres of land.

This description has been prepared by Rodgers and Associates, Inc., Job No. 654AC2 and is in the datum of the Washington Suburban Sanitary Commission as established on the aforesaid Plats 34 through 36 and 51 - Lakelands.



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0019147 539



LAND USE EVALUATION • PLANNING
CIVIL ENGINEERING • SURVEYING
NATURAL RESOURCES

RODGERS & ASSOCIATES, INC.
8880 GAITHERSBURG ROAD, SUITE 200
GAITHERSBURG, MD 20877
(301) 946-7700 GAITHERSBURG
(301) 253-8608 FREDERICK
(301) 946-8266 FAX

CIRCLED COURSE NUMBERS SHOWN HEREON
CORRESPOND TO THE METES AND BOUNDS
DESCRIPTION CONTAINED IN A DESCRIPTION
DATED APRIL 5, 2001.

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10' LANDSCAPE MAINTENANCE
EASEMENT

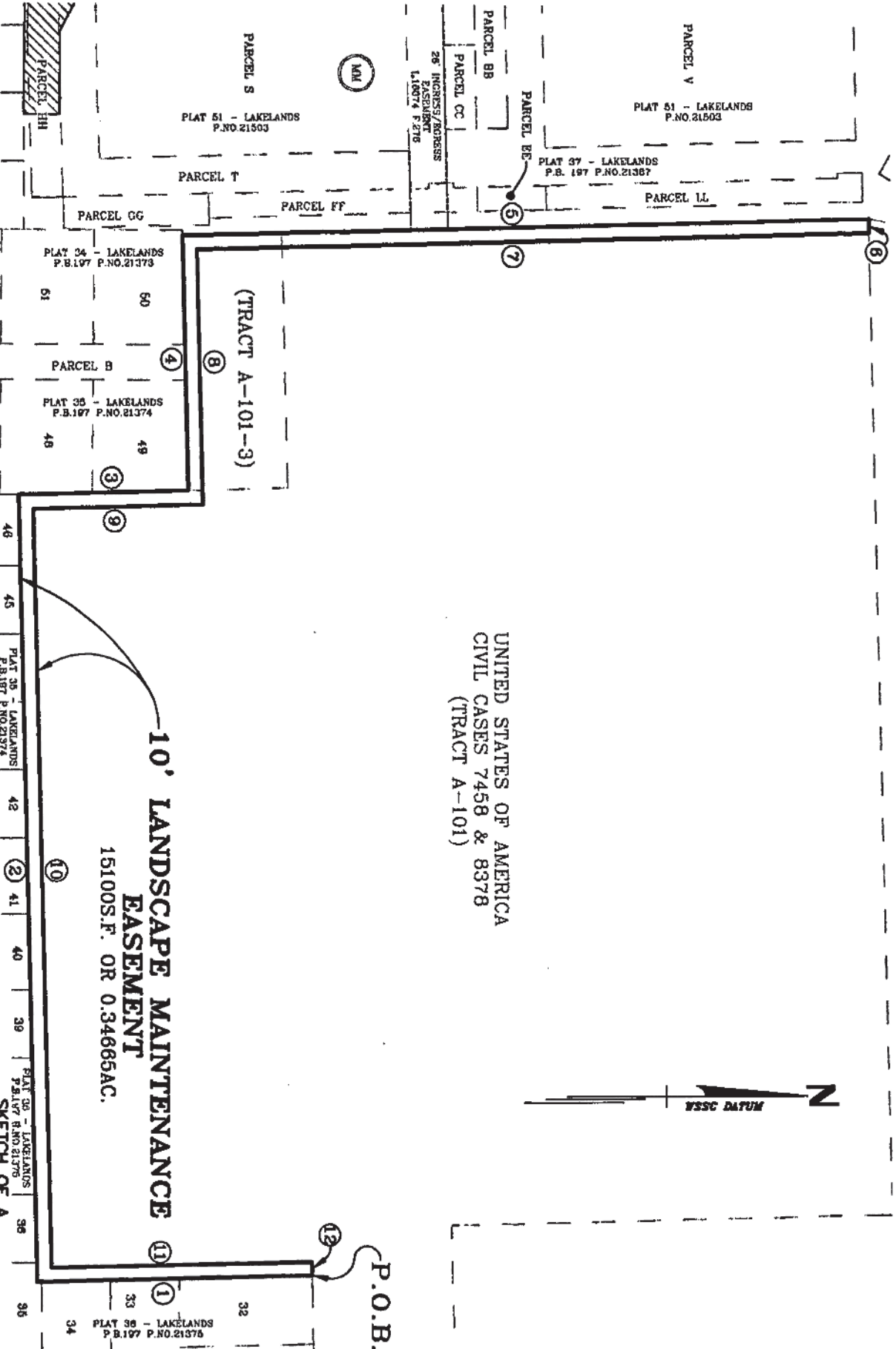
10' LANDSCAPE MAINTENANCE
EASEMENT
15100S.F. OR 0.34665AC.

(TRACT A-101-3)

UNITED STATES OF AMERICA
CIVIL CASES 7458 & 8378
(TRACT A-101)



P.O.B.



CLINT'S MOTATION
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reproduction.

IO NO. 9-201-821711
IO NO. 9-1-777838

EASEMENT ON PROPERTY
OCCUPIED BY THE
NATIONAL BUREAU OF STANDARDS
GAITHERSBURG, MARYLAND

Made this 7th day of August, 1986, between the United States of America, hereinafter referred to as the Government, acting by and through the Director of the National Bureau of Standards (NBS), Department of Commerce, and the Montgomery County Government, Department of Transportation, Montgomery County, Maryland, hereinafter referred to as the Grantee:

WHEREAS, the Government is the owner in fee simple of two (2) parcels of land described as Parcels 1 and 2 below and situated at Gaithersburg, Montgomery County, Maryland,

WHEREAS, Parcel of land number 1 was acquired by the Government by a Declaration of Taking signed by the Administrator of General Services on July 6, 1956, and filed in condemnation proceeding Civil Docket No. 8992, July 5, 1956, in Baltimore, Maryland;

WHEREAS, Parcel of land number 2 was acquired by the Government by a Declaration of Taking at the request of the Secretary of the Army on June 15, 1954, and filed in condemnation proceeding Civil Docket No. 7458, January 6, 1956.

WHEREAS, the Grantee has requested the conveyance to it of a permanent easement on, through, and across the portion of NBS land along Muddy Branch Road as more particularly described later herein, for the reconstruction, realignment and widening of Muddy Branch Road (hereafter referred to as the construction);

WHEREAS, this construction will be a benefit to the citizens of the State of Maryland and to the employees of NBS and is also intended to be for the increased safety of all people using that section of Muddy Branch Road;

WHEREAS, an easement for said construction and for the maintenance of Muddy Branch Road will not be detrimental to the operation of NBS or adverse to the interests of the Government.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That as the Secretary of Commerce is authorized under section 15(b) of the Act of March 3, 1901, as amended (15 U.S.C. 278e(b)), to undertake the care, maintenance, protection, repair, and alteration of property used in the performance of the functions of the National Bureau of Standards and that under Public Law 87-852, dated October 23, 1962 (40 U.S.C. 319-319c), the Secretary of Commerce is authorized to grant easements for the property under the control of the Department of Commerce; and such authority

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WONG - WONG CO. MD.

BA

LIBER 8425 FOLIO 190

CLERK'S OFFICE
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being delegated to me as Director of the National Bureau of Standards under section 4.01 of Department of Commerce Administrative Order 217-12, the Government hereby grants to the Grantee, its successors and assigns, a permanent easement for the reconstruction, realignment, widening and maintenance of Muddy Branch Road in, through, and along the following described strip of land located in the 9th Election District of said Montgomery County, Maryland, known as the National Bureau of Standards (NBS) tract, and constituting part of the above mentioned Government-owned parcels of land:

Parcel No. 1: Beginning at monument no. 7 on the NBS property line and thence along NBS property line bearing South 15 degrees 28 minutes 27 seconds West 250.14 feet, to a point; thence along the following courses and distances; South 25 degrees 15 minutes 12 seconds West 249.96 feet; South 64 degrees 44 minutes 48 seconds East 25 feet; and South 25 degrees 13 minutes 44 seconds West 190.40 feet, to a point; thence continuing on an arc of a circle having a radius of 258.94 feet convex eastwardly a distance of 88.88 feet, the chord of said arc being 88.44 feet bearing South 35 degrees 03 minutes 43 seconds West, to a point; thence continuing on a line bearing South 44 degrees 53 minutes 41 seconds West 589.55 feet, to a point; thence continuing on an arc of a circle having a radius of 3,804.72 feet convex southwardly a distance of 385.57 feet, the chord of said arc being 385.41 feet bearing South 47 degrees 47 minutes 53 seconds West, to a point; thence continuing on a line bearing South 50 degrees 42 minutes 04 seconds West 1,026.24 feet, to a point; thence continuing on an arc of a circle having a radius of 1,363.14 feet convex westwardly a distance of 181.83 feet, the chord of said arc being 181.70 feet bearing South 46 degrees 52 minutes 47 seconds West, to a point; thence continuing on a line South 43 degrees 03 minutes 30 seconds West 387.76 feet, to a point; thence continuing on an arc of a circle having a radius of 709.49 feet convex westwardly a distance of 248.95 feet, the chord of said arc being 247.67 feet bearing South 33 degrees 00 minutes 23 seconds West, to a point; thence continuing on a line South 22 degrees 57 minutes 15 seconds West, 529.65 feet, to a point; thence continuing on an arc of a circle having a radius of 833.51 feet convex westwardly a distance of 153.06 feet, the chord of said arc being 152.85 feet bearing South 17 degrees 41 minutes 36 seconds West, to a point; thence along the following courses and distances; South 12 degrees 25 minutes 57 seconds West 195.04 feet and South 85 degrees 30 minutes 17 West 69.98 feet, to a point; thence continuing on an arc of a circle having a radius of 4,643.66 feet convex westwardly

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LIBER 8425 FOLIO 191

a distance of 585.58 feet, the chord of said arc being 585.19 feet bearing North 19 degrees 48 minutes 20 seconds East, to a point; thence continuing on an arc of a circle having a radius of 2,621.13 feet convex westwardly a distance of 1,249.68 feet, the chord of said arc being 1,237.88 feet bearing North 37 degrees 04 minutes 37 seconds East, to a point; thence along the following courses and distances; North 50 degrees 44 minutes 07 seconds East 583.48 feet; North 39 degrees 15 minutes 53 seconds West 12 feet; North 50 degrees 44 minutes 07 seconds East 222.39 feet; and North 53 degrees 42 minutes 27 seconds East 177.91 feet, to a point; thence continuing on an arc of a circle having a radius of 3,791.55 feet convex eastwardly a distance of 1,539.57 feet, the chord of said arc being 1,529.02 feet bearing North 36 degrees 54 minutes 38 seconds East, to a point; thence continuing on an arc of a circle having a radius of 2,840.46 feet, convex eastwardly a distance 124.65 feet, the chord of said arc being 124.64 feet bearing North 24 degrees 01 minutes 14 seconds East, to a point on the NBS property line; thence continuing along said property line bearing South 20 degrees 59 minutes 41 seconds East 6.19 feet, to monument n.o. 7, on the NBS property line, containing a total area of 219,227 square feet as shown on RIGHT-OF-WAY PLAT NO.'s SEVEN, EIGHT, NINE, TEN, ELEVEN, TWELVE and THIRTEEN, MUDDY BRANCH ROAD, C.I.P. PROJECT NO. 663899, ELECTION DISTRICT NO. 9, MONTGOMERY COUNTY, MD.

Parcel No. 2: Beginning at a point on the eastward property line of the NBS Annex (formerly, NIKE Site-W2) 19.26 feet southwardly of the Northeast corner of the NBS Annex property and thence along the following courses and distances; South 18 degrees 36 minutes 53 seconds East 270.30 feet; South 18 degrees 33 minutes 31 seconds East 447.08 feet; and North 19 degrees 01 minutes 06 seconds West 602.41 feet, to a point; thence continuing on an arc of a circle having a radius of 1,205.92 feet convex westwardly a distance of 115.12 feet, the chord of said arc being 115.08 feet bearing North 16 degrees 17 minutes 01 seconds West, to the point of beginning, containing a total area of 1,818 square feet, as shown on RIGHT-OF-WAY PLAT NO.'s FOUR AND FIVE, MUDDY BRANCH ROAD, C.I.P. PROJECT NO. 663899, ELECTION DISTRICT NO. 9, MONTGOMERY COUNTY MD.

THIS EASEMENT is granted subject to the following terms and conditions:

1. All work in connection with the construction and maintenance of Muddy Branch Road shall be done without cost or expense to NBS or the Department of Commerce. The construction shall be carried out in accordance

CASE'S MOTION
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LIBER 8425 FOLIO 192

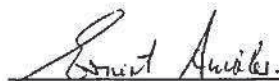
with Montgomery County Department of Transportation construction drawings numbers 12, 13, 15, 16, 17, 18, 19, and 20 of 61 drawings of Project No. 663899, signed by Robert C. Merryman, Chief, Division of Transportation Engineering, and Robert S. McGarry, Director, Department of Transportation, dated 5/29/86 which drawings are hereby incorporated by reference.


2. The Grantee agrees that:
 - a. This construction, utilizing property granted by this easement, shall be completed not later than three years following the commencement of the work referred to in this easement except that final grading and reseedling of the areas disturbed shall be governed by the terms set forth in paragraph 3 below:
 - b. The County and its contractors will not burn any trash, brush, debris, etc., on the NBS property but will instead remove at its expense from NBS property such trash, brush, debris, etc., resulting from construction.
3. Any areas of NBS grounds not included as part of this easement that are disturbed by the construction or other incidental or maintenance work, including paved areas, shall be promptly restored to their original condition by the Grantee upon completion of such work, at a time agreeable to the Chief of the Plant Division, NBS.
4. The Grantee, at no cost to the Government, shall maintain Muddy Branch Road in good condition and shall promptly make all repairs thereto which may be necessary, including repairs to the Government's road and other property which may have been damaged in connection with the aforementioned construction.
5. If at any time the Director of NBS shall determine that continued operation and maintenance of the reconstructed road constitutes an unreasonable interference with the scientific and technical functions of NBS, written notice thereof shall be given to the Grantee. Upon receipt of such notice, Grantee shall enter into discussions with the Director of NBS or the Director's designees to explore ways and means of eliminating such interference or to reduce it to levels acceptable to the Director of NBS. If, at the end of six months following the date of the Director's written notice to Grantee, the interference is still deemed unreasonable

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by the Director of NBS, the Government shall have the right, without liability to the Government, to terminate the easement by giving thirty (30) days written notice of such intention to the Grantee subject to such rights as the Grantee might have at law.

6. The Grantee agrees to indemnify the Government, its officers, agents, and employees against any liability for loss, injury or damage, sustained by reason of the use of the easement premises by Grantee for its activities.
7. The easement shall terminate upon abandonment of the rights granted herein or upon nonuse of such rights for a period of six (6) consecutive months. Written notice of termination by reason of such abandonment or nonuse shall be given to the Grantee, or its successors or assigns, and such termination shall be effective as of the date of the notice of termination.
8. Upon termination of the easement granted herein, if desired by the Government, the Grantee, at its expense, shall remove any or all improvements installed or constructed hereunder, and restore the premises to the same or as good condition as that which existed prior to the exercise of the Grantee of its rights hereunder, such restoration to be effected to the satisfaction of the Chief of the Plant Division, NBS.


Ernest Ambler
Director
National Bureau of Standards
U. S. Department of Commerce


Lewis T. Roberts
Chief Administrative Officer
Montgomery County Government

STATE OF MARYLAND

COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on the 7th day of August, 1986, personally appeared Ernest Ambler, Director, National Bureau of Standards, U. S. Department of Commerce, known to me or satisfactorily proven to be said person, and he acknowledged that his execution of the foregoing easement was his voluntary deed and act.

My commission Expires: July 1, 1990


NOTARY PUBLIC

LIBER 8425 FOLIO 194

COPIES'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic
reproduction.

State of Maryland,
County of Montgomery

On this 30th day of July, 1986,
before the undersigned officer, personally appeared
Lewis T. Roberts, who acknowledged himself to be the
Chief Administrative Officer for Montgomery County,
Maryland, and that he, as such officer, being authorized
to do so, executed the foregoing instrument for the
purposes contained therein.

Carol A. Maryman
Notary Public



My Commission expires July 1, 1990

CLERK'S NOTICE
Document submitted for record
in a condition not permitting
satisfactory photographic
reproduction.

LIBER 8425 FOLIO 195

Montgomery County, Maryland

Executive Office Building

101 Monroe Street

Rockville, Maryland 20850

OFFICE OF
THE COUNTY ATTORNEY

TELEPHONE
AREA CODE 301
281-2600

Aug 19, 1988

Howard M. Smith, Clerk
Circuit Court for Montgomery
County, Maryland
Courthouse
Rockville, Maryland 20850

Re: CIP PROJECT NO. 66-3878
Muddy Branch Road
National Bureau of Standards

Dear Mr. Smith:

Please record the attached document on behalf of
Montgomery County, Maryland, and waive the usual recording fee.

Thank you for your attention to this matter.

Very truly yours,

CLYDE H. SORRELL
COUNTY ATTORNEY

Linda D. Berk
Linda D. Berk
Associate County Attorney

LDB:sg
2P
Attachment

0019147 532

DECLARATION OF EASEMENT FOR TREE MAINTENANCE

THIS DECLARATION OF EASEMENT FOR TREE MAINTENANCE ("Easement") is made this 1st day of MAY, 2001, by and between the National Institute of Standards and Technology, ("Declarant") and Lakelands Ridge Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Montgomery County, Maryland, described on Exhibit "A" attached hereto and incorporated herein (the "NIST Property"); and

WHEREAS, the Association is the owner of certain common area parcels of real property adjoining the NIST Property and its members are the owners of the residential subdivided lots which adjoin the NIST Property (the property owned by the Association and its members, hereinafter, the "Community"); and

WHEREAS, Section 10.3 of the Declaration of Covenants, Conditions and Restrictions, Lakelands Ridge Homeowners Association, dated June 21, 2000 and recorded among the Land Records of Montgomery County, Maryland in Liber 18640, folio 080 provides, in pertinent part, that the Association shall maintain, if required by any easement or agreement to which the Association is a party or a beneficiary, or its Members are beneficiaries, the area described in such easement or agreement; and

WHEREAS, with the permission of NIST, the developer of the Community has planted, upon the NIST Property, certain trees (the "Trees") which are to be owned, maintained and replaced, as necessary, by the Association; and

WHEREAS, Declarant desires to grant a non-exclusive easement over that portion of the NIST Property upon which the Trees have been planted (the "Easement Area"), for the benefit of the Association for the maintenance and care of the trees located therein.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant hereby subjects the Easement Area to the following provisions:

1. A non-exclusive easement for the maintenance and care of the Trees is hereby created over the Easement Area for the benefit of the Association, subject to the terms hereinafter set forth.

RECORDING FEE 20.00
 IMP FD SHARE \$ 5.00
 TOTAL 25.00
 NIST NIST Dept # 66466
 NIST NIST BIL # 2873
 MAY 11 2001 03:23 PM

FILED
 101170 RUHL
 CLERK OF COURT

01 MAY 11 P 3:09 J

2009

0019147 533

2. This grant of easement shall run with the land and shall be binding on NIST, its successors and assigns, and shall inure to the benefit of, and shall be binding on the Association, its successors and assigns.

3. The property within the Easement Area will be used by the Association only for the maintenance and care of the Trees and for no other purpose. No person acting on behalf of, or at the behest of the Association shall enter onto the Easement Area unless such entry is for the sole purpose of maintaining, removing or replacing the Trees.

5. The Association shall be responsible to maintain, repair and replace, as it deems necessary, in its reasonable discretion, the Trees within the Easement Area, all at its sole cost and expense.

6. Notwithstanding anything herein to the contrary, neither the Association, nor its members shall disturb any of the public utility lines within the Easement Area and no improvements shall be constructed and no grading, excavating or other activity shall be performed within the Easement Area.

7. The maintenance and replacement of the Trees shall only be performed only by licensed companies which perform such maintenance and replacement as their primary commercial activity.

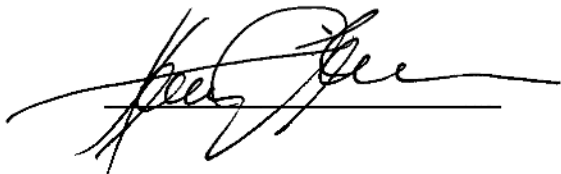
8. The Association shall indemnify NIST against all liability for injury to itself, its employees or contractors, or for damage to its property, or to others or their property, when such injury or damage shall result from, arise out of, or be attributable to, any action undertaken by the Association in accordance with the terms of this Easement.

9. In the event that the Association does not, in the reasonable judgment of NIST, properly maintain the Trees, or remove and/or replace any of the Trees which are damaged or destroyed, NIST shall have the right, but not the obligation, to maintain, remove or replace such Trees. Provided that NIST has given notice to the Association of its intention to effect such maintenance, removal or replacement, and has afforded the Association a period of fifteen (15) days to effect such maintenance, removal or replacement, NIST may charge the cost of such maintenance, removal or replacement to the Association.

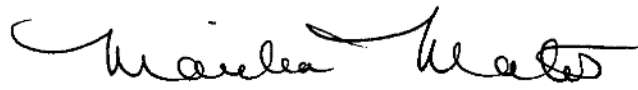
IN WITNESS WHEREOF, the Declarant and the Association have executed and acknowledged this Easement, on the day and year first above written.

0019147 534

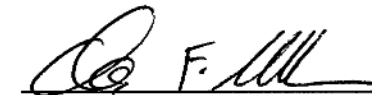
WITNESS:

NATIONAL INSTITUTE OF STANDARDS AND
TECHNOLOGY

BY:


Marilia Matos Printed Name
Deputy Director Adminis. TitleLAKELANDS RIDGE HOMEOWNERS
ASSOCIATION, INC.

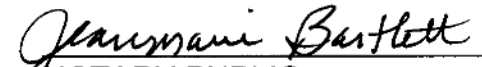
BY:

~~Stephen A. Eckert~~, President
CHARLES F. SULLIVANSTATE OF Maryland, Frederick COUNTY, to wit:

I HEREBY CERTIFY that on this 24th day of April, 2001, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Before me, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within and foregoing Declaration of Easement for Tree Maintenance and acknowledged that (s)he is the Deputy Director of Admin of the National Institute of Standards and Technology, and that (s)he, being authorized so to do, executed the same, for the purposes therein contained, by signing his/her name as Marilia Matos thereof and further acknowledged, in his capacity as Deputy Director of Administration, the same to be the free act (and deed) of the National Institute of Standards and Technology.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.




NOTARY PUBLIC
Jeanmarie Bartlett
Printed Name

My Commission Expires:

July 1, 2002

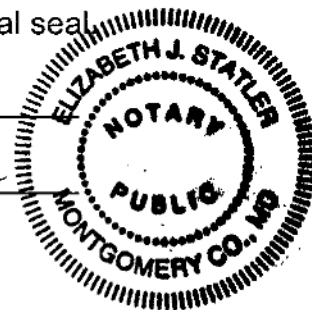
0019147 535

STATE OF MARYLAND, MONTGOMERY COUNTY, to wit:

I HEREBY CERTIFY that on this 1st day of MAY, 2001, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ~~STEPHEN A. ECKERT~~ ^{CHARLES SULLIVAN}, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within and foregoing Declaration of Easement for Tree Maintenance and acknowledged that he is the President of Lakelands Ridge Homeowners Association, Inc., and that he, being authorized so to do, executed the same, for the purposes therein contained, by signing his name as President thereof, and further acknowledged, in his capacity as President, the same to be the free act (and deed) of Lakelands Ridge Homeowners Association, Inc.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

Elizabeth J. Statler
 NOTARY PUBLIC
 ELIZABETH J. STATLER
 Printed Name



My Commission Expires 10/1/04

ATTORNEY'S CERTIFICATE

THIS IS TO CERTIFY that the undersigned is a member, in good standing, of the Bar of the Court of Appeals of Maryland, and that the within instrument was prepared by her or under her supervision.

Donna M. McMillan
 Donna M. McMillan

Tax Identification No. 9- 00821711

0019147 536

April 5, 2001

Page 1 of 3

654AC2

GEN

04/05/01

DESCRIPTION OF A
10' LANDSCAPE MAINTENANCE EASEMENT
NIST PROPERTY
CITY OF GAITHERSBURG
MONTGOMERY COUNTY, MARYLAND

Being a strip or parcel of land running in, through, over and across Tract A-101; being a part of the property acquired by the United States of America by Civil Case No. 7458 and No. 8378 in the United States District Court for the District of Maryland, and being more particularly described as follows:

Beginning for the same at a point at the end of the fourth or South 06° 42' 45" West, 193.00 foot line of Tract No. A-101, as described in the aforesaid Civil Case No. 7458, said point also being the northerly end of the North 01° 15' 04" West, 193.00 foot plat line as shown on a plat of subdivision entitled "PLAT 36 - LAKELANDS" and recorded among the Land Records of Montgomery County, Maryland in Plat Book 197 as Plat No. 21375; thence running with said fourth line and said plat line

1. South 01° 15' 04" East, 193.00 feet to a point; thence running with the fifth or North 83° 17' 15" West, 554.00 foot line of said Tract No. A-101 and the northerly lines of said Plat 36 - Lakelands and Plat 35 - Lakelands, said Plat 35 recorded among the Land Records of Montgomery County, Maryland in Plat Book 197 as Plat No. 21374
2. South 88° 44' 56" West, 554.00 feet to a point; thence running with a portion of the sixth or North 06° 42' 45" East, 189.00 foot line of said Tract No. A-101 and continuing with the northerly lines of said Plat 35 - Lakelands

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April 5, 2001

Page 2 of 3

3. North 01° 15' 04" West, 119.00 feet to a point at the end of the South 06° 42' 45" West, 70.00 foot line of Tract No. A-101-3, as described in the aforesaid Civil Case No. 8378; thence running with the second or North 83° 17' 15" West, 179.00 foot of said Tract No. A-101-3 and the northerly lines of Plat 35 -Lakelands and a portion of the northerly lines of Plat 34 - Lakelands, said Plat 34 - Lakelands recorded among the Land Records of Montgomery County, Maryland in Plat Book 197 as Plat No. 21373
4. South 88° 44' 56" West, 179.00 feet to a point; thence running with the North 06° 42' 45" East, 70.00 foot line of said Tract No. A-101-3 and the eighth or North 06° 42' 45" East, 415.00 foot line of said Tract No. A-101 and the easterly lines of Plat 51 - Lakelands, said Plat 51 - Lakelands recorded among the Land Records of Montgomery County, Maryland as Plat No. 21503
5. North 01° 15' 04" West, 485.00 feet to a point; thence running with a portion of the ninth or South 83° 17' 15" East, 700.00 foot line of said Tract No. A-101
6. North 88° 44' 56" East, 10.00 feet to a point; thence running across the property of the United States of America the following six (6) courses and distances
7. South 01° 15' 04" East, 475.00 feet to a point; thence
8. North 88° 44' 56" East, 179.00 feet to a point; thence
9. South 01° 15' 04" East, 119.00 feet to a point; thence
10. North 88° 44' 56" East, 534.00 feet to a point; thence

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April 5, 2001

Page 3 of 3

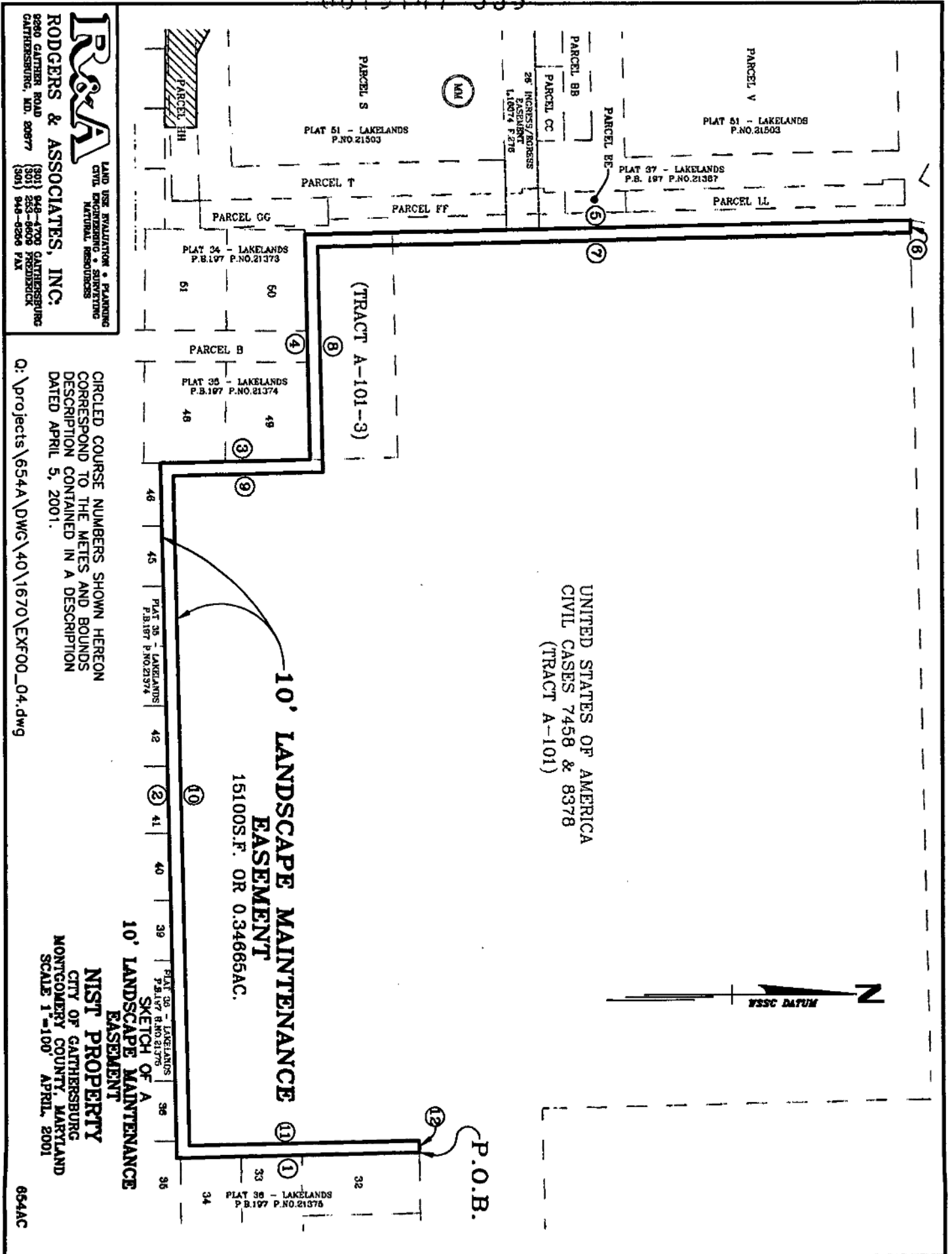
11. North 01° 15' 04" West, 183.00 feet to a point; thence
12. North 88° 44' 56" East, 10.00 feet to the Point of Beginning; containing 15100 square feet or 0.34665 acres of land.

This description has been prepared by Rodgers and Associates, Inc., Job No. 654AC2 and is in the datum of the Washington Suburban Sanitary Commission as established on the aforesaid Plats 34 through 36 and 51 - Lakelands.



y:\654ac\survey\sdlis_nist.doc

0019147 539

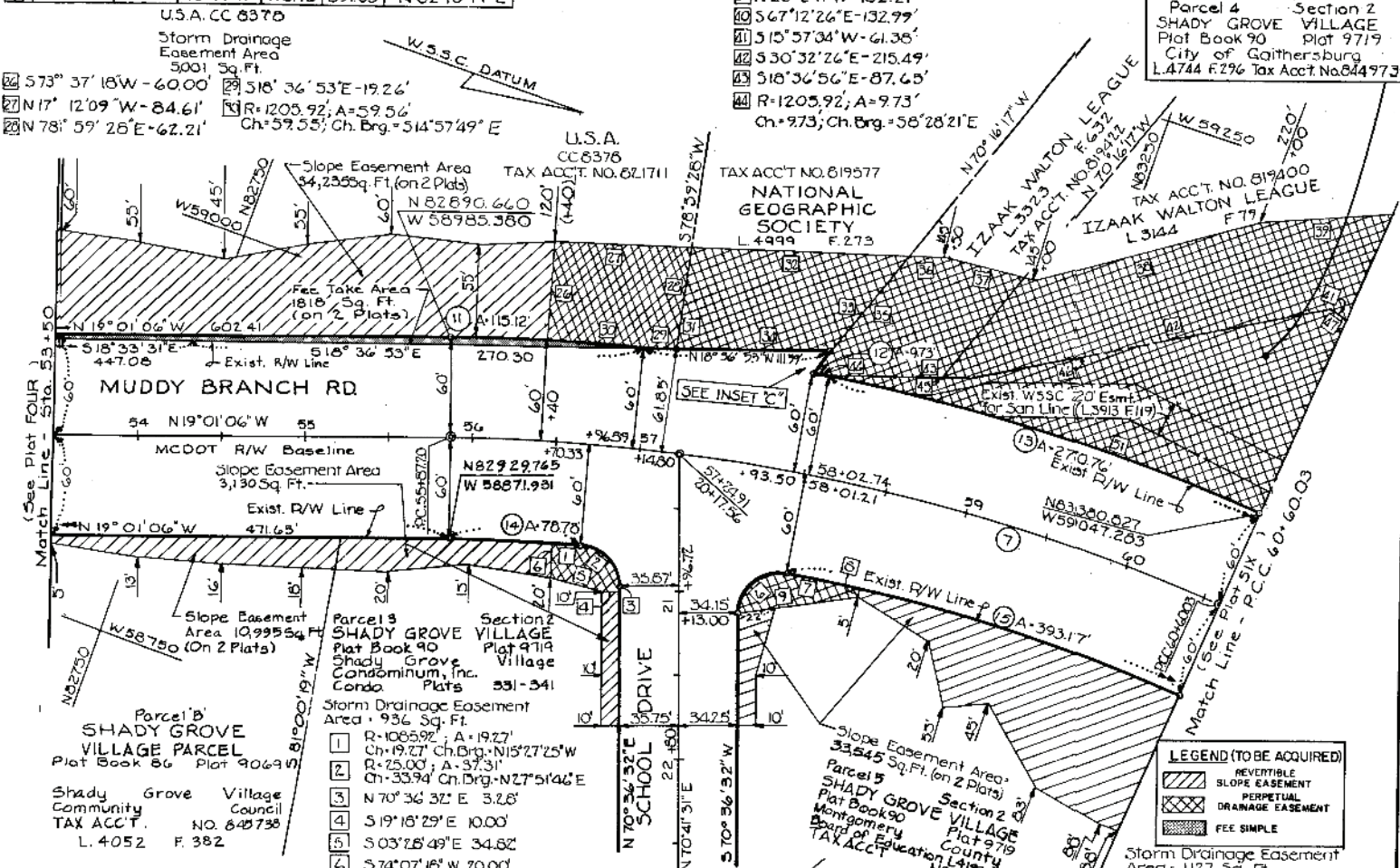


CURVE DATA						
NO.	RADIUS	ARC	DELTA	TAN	CHORD	CHORD BEARING
⑦	1144.92'	472.83'	25°36'29"	239.83'	469.48'	N 07°11'52"W
⑧	1210.59'	115.12'	05°28'11"	57.60'	115.08'	N 16°17'01"W
⑨	1210.59'	9.73'	00°21'44"	4.86'	9.73'	N 08°28'21"W
⑩	1210.59'	270.76'	12°51'51"	135.95'	270.19'	N 01°48'33"W
⑪	1088.59'	78.78'	04°09'23"	39.40'	78.76'	N 16°57'41"W
⑫	1088.59'	393.17'	20°44'41"	198.76'	391.03'	N 02°10'17"E

NATIONAL GEOGRAPHIC
Storm Drainage
Easement Area
6730 Sq. Ft.
③ 578°59'28"W-62.21'
④ N17°12'09"W-130.37'
⑤ 570°16'17" E-74.52'
⑥ 518°36'53"E-92.35'

IZAAK WALTON LEAGUE
Storm Drainage
Easement Area
24831 Sq. Ft.
③ N70°16'17"W-91.46'
④ N17°12'09"W-20.30'
⑤ N4°37'42"W-56.32'
⑥ N33°45'48"W-138.00'
⑦ N23°2'11"W-182.21'
⑧ 567°12'26"E-132.99'
⑨ 515°57'34"W-61.38'
⑩ 530°32'26"E-215.49'
⑪ 518°36'56"E-87.65'
⑫ R=1205.92; A=9.73'
Ch=973; Ch. Brg.=58°28'21"E

CITY OF GAITHERSBURG
Storm Drainage
Easement Area
57109 Sq. Ft.
③ N18°36'56"W-87.65'
④ N30°32'26"W-215.49'
⑤ N15°57'34"E-61.38'
⑥ N67°12'26"W-132.99'
⑦ N51°20'33"E-349.46'
⑧ R=464.96; A=329.71'
Ch=329.71; Ch. Brg.=50°51'22"W
⑨ R=1205.92; A=270.76'
Ch=270.76; Ch. Brg.=50°48'33"E



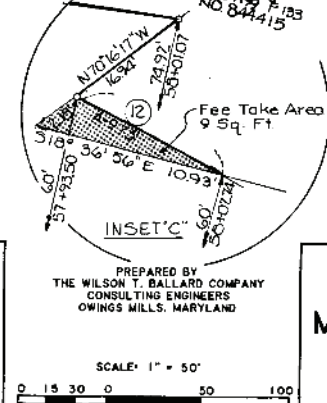
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS CORRECT, THAT IT IS A PLAN OF RIGHT-OF-WAY FOR THE RECONSTRUCTION OF MUDDY BRANCH ROAD, ELECTION DISTRICT NO. 9, MONTGOMERY COUNTY, MARYLAND, THAT IT IS BASED ON A FIELD SURVEY, AND THAT IT DELINEATES THE LAND TO BE ACQUIRED BY MONTGOMERY COUNTY IN CONNECTION WITH THIS ROAD IMPROVEMENT.

I FURTHER CERTIFY THAT IRON PIPES SHOWN THUS AND MONUMENTS SHOWN THUS WILL BE SET WHERE INDICATED HEREON IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 50-24a OF THE 1972 MONTGOMERY COUNTY CODE.

DATE: 2/25/86

Edward F. Kelly
EDWARD F. KELLY
REGISTERED PROPERTY LINE SURVEYOR
MD. REG. NO. 159

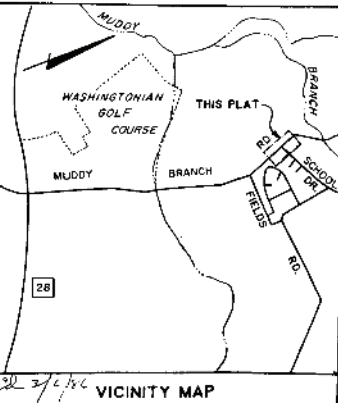


PREPARED BY
THE WILSON T. BALLARD COMPANY
CONSULTING ENGINEERS
OWINGS MILLS, MARYLAND

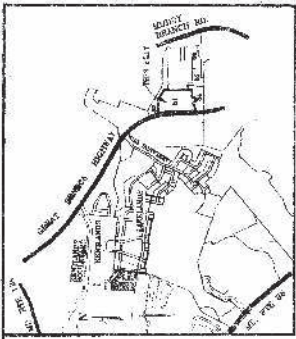
SCALE: 1" = 50'

0 15 30 0 50 100

RIGHT-OF-WAY PLAT
PLAT FIVE
MUDDY BRANCH ROAD
C.I.P. PROJECT NO. 663899
ELECTION DISTRICT NO. 9
MONTGOMERY COUNTY, MD.



MSA CSU 2134-264



VICINITY MAP SCALE: 1"=2000'

OWNER'S DECLARATION AND GRANT OF EASEMENTS

We, the undersigned, owners of the property described herein, do hereby grant to the public, as a public utility easement, the right to use the property described herein for the purpose of installing, maintaining, and operating electric transmission lines and appurtenant facilities, including but not limited to poles, towers, and conduits, and to use the property for the purpose of installing, maintaining, and operating electric transmission lines and appurtenant facilities, including but not limited to poles, towers, and conduits, and to use the property for the purpose of installing, maintaining, and operating electric transmission lines and appurtenant facilities, including but not limited to poles, towers, and conduits.

Further, we grant to Potomac Electric Power Company, Del. Atlantic Electric Company, and its successors or assigns, a public utility easement in, on, over, and under the property described herein for the purpose of installing, maintaining, and operating electric transmission lines and appurtenant facilities, including but not limited to poles, towers, and conduits, and to use the property for the purpose of installing, maintaining, and operating electric transmission lines and appurtenant facilities, including but not limited to poles, towers, and conduits.

Purview. We grant to the City of Gaithersburg, Maryland, its successors or assigns, a public utility easement in, on, over, and under the property described herein for the purpose of installing, maintaining, and operating electric transmission lines and appurtenant facilities, including but not limited to poles, towers, and conduits, and to use the property for the purpose of installing, maintaining, and operating electric transmission lines and appurtenant facilities, including but not limited to poles, towers, and conduits.

There are no easements or claims in fee, lease, license, or otherwise affecting the property described herein, except as set forth in this declaration and the easements herein granted.

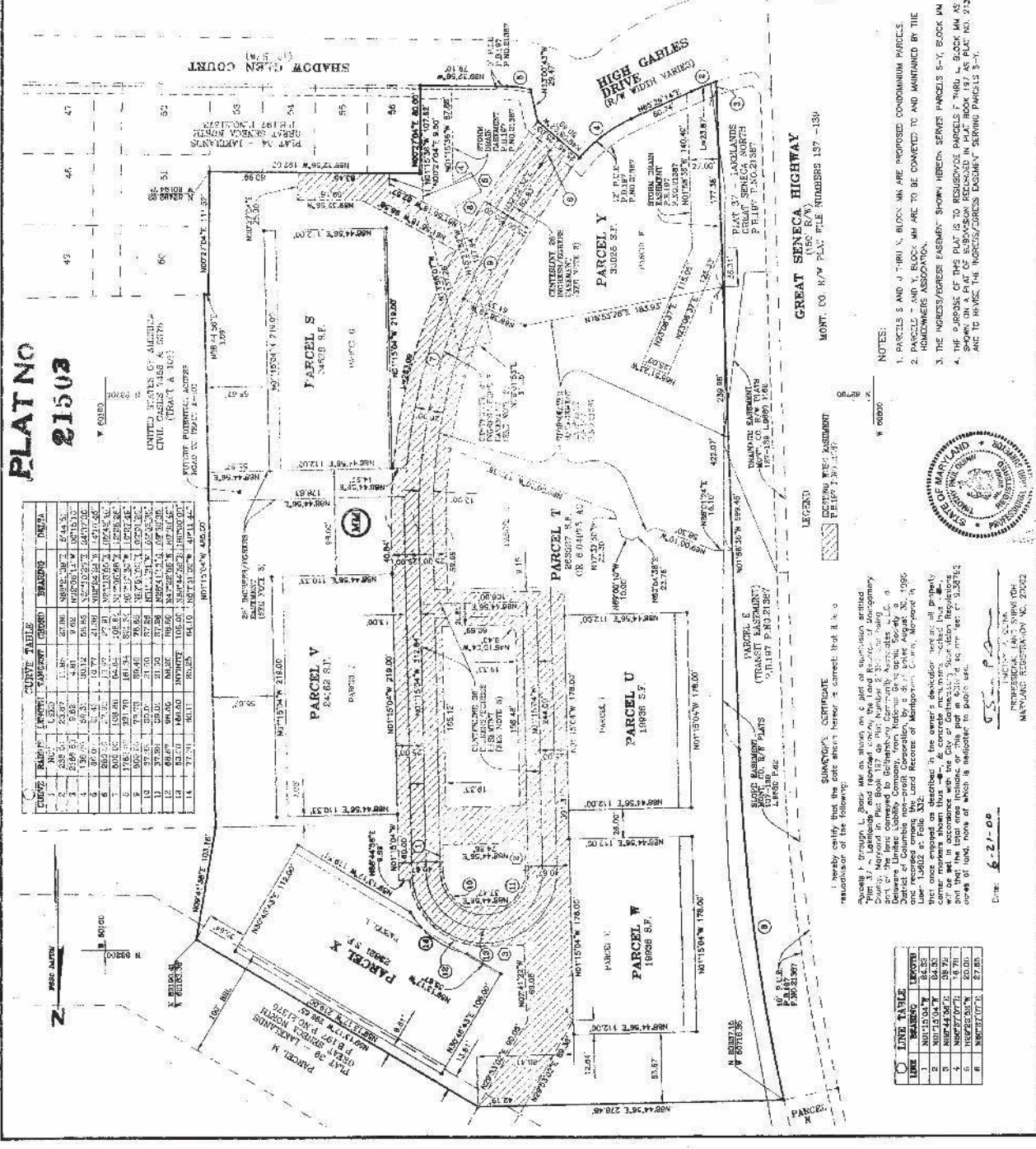
6/24/00
JOE
By: *Joe*
SUNSHINE COMMUNITY ASSOCIATES, L.L.C.
Savannah Limited Liability Company

6-21-00
SABO SPRING MOUNTAIN BANK OF MONTGOMERY
By: *Joe*
SABO SPRING MOUNTAIN BANK OF MONTGOMERY
By: *Joe*
SABO SPRING MOUNTAIN BANK OF MONTGOMERY

FILED
JUL 20 2000
MONTGOMERY COUNTY, MARYLAND

**PLAT 51
LAKELANDS
GREAT SENECA NORTH
PARCELS 5 - Y, BLOCK 10
A RESUBDIVISION OF
PARCELS 5 - L, BLOCK 10
CITY OF GAITHERSBURG
MONTGOMERY COUNTY, MARYLAND
SCALE: 1"=60' JULY, 2000**

MSA SSU 1249-27410
P-1089
MOD 2000
JOB NO. 2644-C



NOTES:

1. PARCELS 5 AND 6, BLOCK 10, ARE PROPOSED CONDOMINIUM PARCELS.
2. PARCELS 5 AND 6, BLOCK 10, ARE TO BE CONVEYED TO AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
3. THE IMPROVEMENTS SHOWN HEREON, SPACES PARCELS 5-Y, BLOCK 10, ARE TO BE CONVEYED TO AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
4. THE 10' STRIP OF THIS PLAT IS TO BE CONVEYED TO THE CITY OF GAITHERSBURG, MARYLAND, FOR THE PURPOSE OF INSTALLING, MAINTAINING, AND OPERATING ELECTRIC TRANSMISSION LINES AND APPURTENANT FACILITIES, INCLUDING BUT NOT LIMITED TO POLES, TOWERS, AND CONDUITS.

LEGEND

1. 10' STRIP OF THIS PLAT IS TO BE CONVEYED TO THE CITY OF GAITHERSBURG, MARYLAND, FOR THE PURPOSE OF INSTALLING, MAINTAINING, AND OPERATING ELECTRIC TRANSMISSION LINES AND APPURTENANT FACILITIES, INCLUDING BUT NOT LIMITED TO POLES, TOWERS, AND CONDUITS.

APPROVED: 6/24/00
By: *Joe*
SUNSHINE COMMUNITY ASSOCIATES, L.L.C.
Savannah Limited Liability Company

RECORDED: 6/24/00
By: *Joe*
SUNSHINE COMMUNITY ASSOCIATES, L.L.C.
Savannah Limited Liability Company

FILED: 6/24/00
By: *Joe*
SUNSHINE COMMUNITY ASSOCIATES, L.L.C.
Savannah Limited Liability Company

UNIT TABLE

UNIT	AREA	PERCENTAGE	AREA
1	1.00	100.00	1.00
2	1.00	100.00	1.00
3	1.00	100.00	1.00
4	1.00	100.00	1.00
5	1.00	100.00	1.00
6	1.00	100.00	1.00
7	1.00	100.00	1.00
8	1.00	100.00	1.00
9	1.00	100.00	1.00
10	1.00	100.00	1.00
11	1.00	100.00	1.00
12	1.00	100.00	1.00
13	1.00	100.00	1.00
14	1.00	100.00	1.00
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95	1.00	100.00	1.00
96	1.00	100.00	1.00
97	1.00	100.00	1.00
98	1.00	100.00	1.00
99	1.00	100.00	1.00
100	1.00	100.00	1.00

0019147 539



LAND USE EVALUATION • PLANNING
CIVIL ENGINEERING • SURVEYING
NATURAL RESOURCES

RODGERS & ASSOCIATES, INC.

8280 GAITHERSBURG ROAD
GAITHERSBURG, MD. 20877

(301) 948-4700 GAITHERSBURG
(301) 253-8608 FREDERICK
(301) 948-0200 FAX

CIRCLED COURSE NUMBERS SHOWN HEREON
CORRESPOND TO THE METES AND BOUNDS
DESCRIPTION CONTAINED IN A DESCRIPTION
DATED APRIL 5, 2001.

Q:\projects\654A\DWG\40\1670\EXF00_04.dwg

10' LANDSCAPE MAINTENANCE
EASEMENT

NIST PROPERTY

CITY OF GAITHERSBURG
MONTGOMERY COUNTY, MARYLAND
SCALE 1"=100' APRIL, 2001

654A

